

Laser Quest (Yorkshire) Ltd t/as Laser Quest Derby  
Powerleague Soccer Dome  
Derwent Parade  
Pride Park  
Derby  
Derbyshire  
DE24 8BW  
15th September 2021

Our Ref: 39164945

### Commercial Combined Insurance: Notice of Cover

Dear Mr Dawson

#### RE: Commercial Combined Insurance, Policy Number NP032370/09/19

I am writing to confirm we have renewed your insurance which is effective from 14/09/2021 for a period of 12 months. As agreed, this premium includes the following optional covers:

- Commercial Legal Expenses

A total premium breakdown is as follows:

<b>Premium Breakdown</b>	
<b>Total Premium -</b>	<b>£3,028.70</b>
Annual Commercial Combined with Covea Insurance PLC & Chaucer Insurance Company DAC via Nilefern Ltd t/a Nelson Policies at Lloyd's insurer - Premium -	£2,512.86
Insurance Premium Tax (12.00%) of -	£301.54
Insurer Policy Fee –	£80.00
Broker Administration Fee –	£50.00
Broker Commission Fee -	£0.00
<b>Optional Covers*:</b>	
Lorega Loss Recovery Insurance –	Not Included

Unit 7  
The Office Village  
Silkwood Park  
Wakefield  
WF5 9TJ

01924 278 222  
info@lockyers.co.uk  
www.lockyers.co.uk

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Legal Expenses Premium –	£84.30
Directors’ and Officers’ Liability–	Not Included
Cyber & Cyber Crime Insurance -	Not Included

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

### Payment

I can confirm we have automatically renewed your direct debit through the finance company, Premium Credit for the total sum of **£5,796.88**. As previously advised this premium will be subject to an interest charge of 8% and is spread over 10 monthly payments. A payment schedule will be issued to you separately.

### Enclosed with this letter you will find the following documentation

- Your insurance policy schedule which outlines your sums insured, excess, endorsements and exclusions applicable.
- A statement of fact
- A duty of fair presentation document which outlines your obligations and the steps you should take in order to comply with the Insurance Act 2015.
- Your Employer’s liability certificate.
- Terms of Business Agreement which explains to you the terms under which we operate. It also explains how we select your insurance, along with our charges, complaints procedure, claims procedure and your right of cancellation. We would also like to draw your attention to the terms of payment.
- Premium and payment details along with an invoice for your records.
- An amended Important Information document which reminds you why this product was recommended and provides information in regards to the capacity in which we are acting in sourcing, placing and in the event of a claim.
- Legal Expenses Important Information Document and policy summary.
- Legal Expenses Policy Schedule.

### Documents you should have already received in our renewal quotation correspondence

- A statement of fact/proposal form which confirms the details used for this policy. Please read this to ensure all these details are correct, as these form the basis of the contract between you and your insurer. Any inaccuracies could lead to delays in the paying of claims, or your insurer refusing a claim. If any details are incorrect please contact me as soon as possible to make the necessary amendments. Proposal forms must also be completed where highlighted, signed and returned to our offices in the pre-paid envelope provided.
- Policy Summary which provides an overview of the insurance (A full policy wording is available on request)
- An Important Document which reminds you why this product was recommended and provides information in regards to the capacity in which we are acting in sourcing, placing and in the event of a claim

**We strongly recommend that you familiarise yourself with these documents as they contain important information explaining the terms under which we operate including; how we handle your payment, how and why we have selected the insurer, the facts upon which we have prepared the quotation and a summary of the cover which will be provided.**

**A new policy document is available on request.**

#### **Notification of Incidents**

It is essential that you notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter of claim received by you must be passed to us immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests

#### **Claims Register**

Insurers exchange information to help check on the details provided and to prevent fraudulent claims. The Police will also have access to this information. This helps insurers to pursue claims following accidents and more importantly, to detect people who break the law by not taking out insurance.

Should you have any queries, amendments or should you wish to go on cover, please do not hesitate to contact me.

Yours sincerely,

*J Field*

**Joanne Field**

joanne.field@lockyers.co.uk

Lockyer Insurance

## Under Insurance (Average)

Expressed simply, this is a means of penalising you at the time of settlement of a claim, if you have understated your sums insured (or full values at risk for "first loss" insurance). Insurers reduce the claims settlement in the proportion that the sum insured bears to the true value at risk. It is best explained by providing an example:-

### 100% Condition of Average

True value at risk	1,000,000 GBP
Sum Insured	900,000 GBP
Amount of Claim	100,000 GBP
Settlement Figure	90,000 GBP

In determining the value at risk (your sum insured) you must know the valuation basis, which would normally be reinstatement (new for old) or indemnity (involving deductions for depreciation) for property losses. These are explained under a separate heading.

Various types of average can apply but the most common are:

- The 100% conditions (shown above) which normally apply to items valued on an indemnity basis - such as stock and materials in trade.
- The 85% conditions of average which normally apply to items on a reinstatement basis (new for old).

The 85% conditions of average are intended to provide 15% margin for error in those sums insured which are affected by inflation forecasting. Deductions for the application of average will not be made therefore unless the sum insured is below 85% of the true value at risk. Using the example given earlier, had the 85% condition of average applied, the full 100,000 GBP loss would have been paid. However, had the sum insured been only 800,000 GBP the full deduction would have been made and the total claim settled at 80,000 GBP only.

As the Sum Insured represents an Insurer's maximum liability, it follows that this is the maximum amount which could be paid in any claim. Once again, if we use the above example, the amount payable would be £855,000, calculated by applying average to the loss, in the proportion that the Sum Insured bears to the Value at Risk, i.e. £900,000 to £1,000,000 or 90%.

To assist, if you apply the following calculation, you will arrive at the correct answer:-

$$\frac{\text{Sum Insured}}{\text{Value at Risk}} \times \text{Loss}$$

It will be seen from this that the Sum Insured will be paid ONLY if there is a total loss. For ALL other losses – even where it exceeds the Sum Insured – the amount of settlement will be less than the Sum Insured.

## Business Interruption Application of Proportionate Reduction Clause

The same principle applies, in that Insurers seek to penalise claims settlements where under-insurance has occurred. Proportionate Reduction would not apply to specific stand alone increased

cost of working risks but would apply to covers such as GROSS PROFIT/PAYROLL, REVENUE, RENTALS which themselves incorporate increased cost of working cover.

The mechanics of applying proportionate reduction can in practice be complex with this type of insurance since the measurement of the loss is usually also complex. However, stated simply, the loss is reduced in proportion to the under-insurance as for the 100% conditions of average in property insurance though commonly there can be scope to incorporate a clause affording an additional 33.33 % to the limit of indemnity on a declaration basis and the Proportionate Reduction Clause can, in instances, be removed altogether.

## **Other Insurance Terms**

### **Indemnity Period - Business Interruption Insurance**

The indemnity period is the period commencing from the date of damage and ending not later than the maximum Indemnity Period stated in your policy (or on the appropriate page of this summary) during which the results of the business are affected by the damage.

The maximum Indemnity Period is the maximum time you believe it would take to return the results of the business to anticipated levels that would have been enjoyed had it not been for an interruption caused by an insured peril. You should be aware the 'results' of the business include turnover and the costs of operation. Time factors to be considered in this regard include:-

- Site Clearance
- Obtaining architects plans/drawings
- Obtaining Local Authority permits
- Obtaining a building warrant
- Obtaining Building tenders
- Erection period
- Availability of machinery/equipment
- Commissioning of new machines
- Commencement of production
- Re-entry into markets
- Finding new and regaining lost customers.

### **Deductible**

The portion of an insured loss borne by the policyholder. The amount or percentage will be specified in the policy. Normally application of a deductible reduces limit of indemnity by the amount specified.

### **Excess**

The specified sum which the insured must bear before the insurers pay their liability. In the event of liability exceeding the limit of indemnity specified in the policy the insurers pay the limit specified providing the insured has borne the limit of his policy excess.

## **Franchise**

Similar to the Excess/Deductible as a Franchise excludes losses completely up to a stated amount but provides full cover for losses above that figure.

## **Warranty**

A warranty on a policy must be continually complied with. Breach of a warranty allows the insurer to void the policy.

## **Condition Precedent to Liability**

This is similar to a warranty in that it must be complied with continually. However, breach of a condition precedent to liability allows the insurer to avoid a claim only where the claim results from such a breach.

## **Important Information – Please Read**

You are entitled at any time to request information regarding any commission which we may have received as a result of placing your insurance business.

### **Demands and Needs identified:**

You asked for the following

Protection in respect of:

- Loss of or damage to your tangible assets on your premises
- Loss of money including:
  - > Whilst in transit
  - > Loss from your premises
  - > Personal accident benefits for employees assaulted whilst carrying or being in charge of money
    - Loss of profits (including standing charges and payroll) following damage at your premises
    - Book debts (loss of accounting records)
    - Legal liability to employees
    - Legal liability to members of the public arising at your premises
    - Legal liability to members of the public arising from provision of goods and/or services in U.K.

### **Personal Recommendation and our Capacity and Services:**

The **Commercial Combined** policy with **Nilefern Ltd t/a Nelson Policies at Lloyd's** provides cover for 12 months.

In sourcing this policy we act as your agent  
In placing this policy we act as your agent  
In the event of a claim we will act as your agent

This provider has been selected from a limited range of providers (a list of providers used is available upon request) and is recommended because of:

Their level of service  
Premium cost  
Their expertise in this field  
The length of time they have been established  
Their specialism in this type of insurance

The Insurers that we have approached are as follows:

- Nelson Policies at Lloyds
- Eaton Gate Ltd

This policy has been recommended as it meets your insurance cover requirements listed in the

attached quotation / statement of fact / letter, and your demands and needs listed above, other than any factors in the following section.

Factors highlighted by us:

We recommended Commercial Loss Recovery which you declined  
We recommended Directors & Officers Liability which you declined  
We recommended Cyber & Crime Insurance which you declined

**Warranties, excess and endorsements:**

**Excesses:**

**Property Damage - £250**

**Glass & Replacement Locks - £100**

**Public & Products Liability - £1,000 Increasing to £2,500 in respect of Bodily Injury**

**Endorsements:**

**Laser tag condition**

**GL85 - Climbing Wall Condition**

**Increased Deductible - Bodily Injury**

**GL110 - Health & Safety Condition**

**GL2 - Amusement Arcade Exclusion**

**GL28.1 - Food Safety and Hygiene Condition**

**GL32 - Height Limit Exclusion - 10 metres**

**GL38 - Inflatable Device Exclusion**

**GL40 - Inspection of Public Areas Condition**

**GL65 - Personal Protective Equipment Condition**

**GL67 - Manual Work Away Exclusion**

**GL81 - Childrens Soft Play Centre - Childproof Locks**

**GL82 - Product Origin Condition**

**GL83 - Rights of Recourse Condition**

**GL84 - Proprietary Brands Condition**

**GL77.1 Children`s Soft Play Centre - Supervisory Condition**

**GL73 - Children`s Soft Play Centre - Finger Guards and/or Finger Shields Condition**

**Basis of Settlement Applicable to Section 1**

**Subjectivities**

In our professional opinion all this information combines to make this a suitable policy for you based upon the facts given by you and the accessible information we already hold about you.

Please check that all the information contained in this statement and quotation is correct and complete and contact us immediately if this is not the case.

Warning: This document is not intended to be a statement of cover. Please refer to the insurer summary of cover and policy document for this information.

## **NOTICE TO CUSTOMERS**

### **The Insurance Act 2015 – Important changes for Policyholders**

As a result of a recent act of Parliament, the Insurance Act 2015 (the “Act”), significant changes have been made to the law in relation to commercial insurance. The Act has significant impact on the operation of your insurance policy, including your disclosure obligations towards insurers, warranties and fraud. The Act also impacts upon the remedies insurers may adopt in the event of your obligations not being complied with.

The purpose of this note is to highlight some of the key changes introduced by the act and to explain the steps you need to take to comply with it.

The Act introduces some new obligations, which are coupled with strict remedies for insurers. We therefore recommend that you read this guide carefully. If you have any queries in relation to the content of this guide, please contact your usual advisor who will be happy to explain your obligations.

### **What policies are caught by the Act and from when does it apply?**

The Act applies to all non-consumer insurance policies commencing on or after 12 August 2016. The Act also applies to policies commencing before 12 August but whose terms are varied after that date. However, it is important to note that many insurers intend to adopt the new regime in advance of 12 August. We will advise you where an insurer intends to do so.

### **Duty of Fair Presentation**

The Act imposes an obligation on all policyholders to “make a fair presentation of the risk” prior to the policy commencing. A fair presentation is one that discloses, in a manner that is reasonably clear and accessible, every material circumstance which is known or ought to be known by the policyholder’s senior management, or those responsible for arranging insurance, following a reasonable search.

We explore below the meaning of the key components of this obligation:

- “material circumstance” - this is anything which would influence the judgement of a prudent insurer in determining whether to take the risk and, if so, on what terms. There is no specific Limitation on what constitutes a material circumstance, but it would typically include any factors pertaining to the risk to be insured including prior claims, your financial history, convictions of key personnel and your business activities. You are not obliged to disclose something that reduces the risk to be insured.
- “known or ought to be known” - you are obliged to disclose material circumstances that you actually know but also those that you ought to know. This means that if the information is readily available to you but you fail to disclose it owing to either a lack of enquiry or by “turning a blind eye”, you will have breached your duty to fairly present the risk. Equally, any relevant knowledge we have as your broker must also be presented to insurers. We must therefore make you aware that all information you provide to us must form part of the presentation of the risk, if relevant. This includes any information you provide to us in a social or informal setting.
- “senior management” - your knowledge, for the purposes of the Act, includes (but is not limited to) that of all senior management. Senior management includes anyone who has a key role in making decisions on behalf of the business, even if they do not sit on the board or if they do not officially have a management role.
- “reasonable search” - you are obliged to undertake a reasonable search. What is reasonable will depend upon the nature of your business and the policy you are purchasing. We will provide you with advice in each case as to what might be reasonable. When considering the extent of your search, you should take into account the nature of the insurance you wish to purchase and consider who within your organisation is best placed to provide relevant information.

- “reasonably clear and accessible” - all information must be provided to insurers in a reasonably clear and accessible manner. This means that information must not be provided in an unambiguous way. The new rules also prevent policyholders from concealing key facts amongst large volumes of less relevant or immaterial information.

### **What does this mean in practice?**

The amount of information to be provided will depend upon the nature of the risk and the insurance you are purchasing. We will guide you through that process, although you should take the time to carefully identify who within your business is best placed to identify any information that may be relevant to insurers when considering the particular risk and type of policy.

### **What happens if you do not fairly present the risk?**

If you fail to comply with your obligations, insurers have differing remedies depending upon the nature of the breach and what would have happened had you fairly presented the risk.

If you deliberately or recklessly fail to present the risk fairly (e.g. you deliberately withhold key information or fail to take any care when presenting the information), insurers are entitled to avoid the policy and retain all premiums. In other words, insurers can treat the policy as if it never existed, which would result in no claims being paid. You could also be required to repay any claims payments that have already been made.

If your failure to present the risk fairly was neither deliberate nor reckless (e.g. it was a simple oversight on your part), insurers may still avoid the policy if they can demonstrate that the policy would not have been provided if you had represented the risk fairly. In this scenario, insurers would be required to repay the policy premium to you, although they would be required to make no payment in respect of claims and you would be required to repay any claims payments already made.

If insurers are able to demonstrate that they would have provided the policy but on different terms, the policy would be treated as if those terms had applied from the beginning. Those additional terms could be, for example, increased excesses or additional exclusions. Those additional terms may result in no payment being made in respect of any particular claim (e.g. if insurers would have excluded that particular activity or imposed additional conditions which you did not comply with).

If insurers would have provided the policy but charged an increased premium, the amount insurers will pay will be reduced by proportion to the difference between the premium actually paid and the premium that would have been charged had the risk been fairly presented. By way of example, if a fair presentation would have resulted in the premium doubling, any claims payment under the policy will be halved. This is an extremely draconian policy remedy and therefore it is essential that you present the risk fairly. This remedy applies regardless of whether there is any connection between the shortcoming in the presentation of the risk and the subject matter of the claim.

### **Warranties**

A warranty in an insurance contract is a promise by the policyholder to the insurer to do (or not do) something or a promise to maintain a certain state of affairs. Under the old regime, insurers can refuse to pay a claim if the policyholder breaches a warranty, even if the breach is unconnected with the loss or if the breach is remedied before the loss occurs. Insurers routinely use a ‘basis of contract’ clause to convert all presentations and information given by policyholders to insurers into warranties. This enables insurers to refuse to pay claims if any aspect of the presentation of a risk is inaccurate.

From August 2016, the position will be fairer for policyholders. Firstly, insurers will no longer be able to rely on basis of contract clauses to convert all representations into warranties. Furthermore, in the event of a breach of warranty, insurers will only be allowed to refuse to pay a claim where the loss arose during a period of non-compliance. In other words, if you breach a warranty (e.g. by failing to set a fire alarm), cover will be reinstated as soon as you re-establish compliance. Cover is simply suspended during periods of non-compliance. Finally, if the warranty is designed to reduce the risk of a certain type of loss or a loss at a certain place or time and the

policyholder can demonstrate that the breach could not have increased the risk of that loss occurring, insurers must still pay the claim.

## **Fraud**

Historically, in the event of a fraudulent claim being made against the policy, alt cover under the policy ceased and insurers were entitled to retain the premium. The policyholder would also have to repay any claims payments already made. However, under the new regime, insurers will be entitled to terminate the policy from the date of a fraudulent claim or act, but must still cover claims arising from incidents occurring before the fraudulent act.

### **An example of material information which must be disclosed is:**

#### **General**

- Change in title to be shown on your policy documents.
- Change in business activities/description.
- Acquisitions/disposals not already advised to insurers and/or planned.
- Changes in sums insured, values, limits etc.
- Full details of any CCJ's bankruptcy and convictions (both personal, and in business)

#### **Property Damage/Business Interruption**

- Change in security devices previously notified to insurers. For example, where an alarm system is disconnected for a period of time.
- Change in occupancy previously notified to insurers. For example, where a property previously occupied becomes unoccupied.

#### **Employers Liability**

- Contracts or change in proposed activity where Employees will be required to work off shore, airside and/or involving with asbestos.
- Employees undertaking work of a manual nature overseas (outside of their country of domicile.)

#### **Public & Products Liability**

- Change in product/service being manufactured/provided.
- Change in territorial split of products. For example, products now being exported to North America.

The duty of disclosure and the consequences of its breach may vary to a limited degree from the foregoing, dependent up on the law(s) of which country are applicable to the policyholder's insurance.

**If you are in any doubt as to the scope of the policyholder's duty of disclosure or whether any information is material and ought to be disclosed, please contact us immediately**

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third-party providers. This is our standard client agreement upon which we intend to rely on. This "Terms of Business Agreement" (TOBA) supersedes all previous versions issued. Your receipt of this document constitutes your informed consent to its contents and by instructing us you are accepting this TOBA.

Please contact us immediately if there is anything in this document that you do not understand or with which you disagree. In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and/or recorded.

Customers with disabilities - this TOBA and other associated documentation are also available in large print, audio and Braille. If you require any of these formats, please let us know.

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### 1. Definitions:

"Affiliate" means any member of our group, which means our subsidiaries, ultimate holding company and all of that ultimate holding company's subsidiaries as defined in section 1159 of the Companies Act 2006.

"Commercial customer" means a customer who is acting within their trade or profession in respect of the insurance cover requested or arranged.

"Company", "we", "us" or "our" means Lockyers Commercial Limited.

"You" or "your" means you (and/or your appointed agent).

### 2. Who we are:

Lockyers is a trading style of Lockyers Commercial Limited which is an independent insurance intermediary whose head office is at 7 The Office Village, Silkwood Park, Wakefield, WF5 9TJ.

### 3. Who regulates us:

We are authorised and regulated by the Financial Conduct Authority (FCA) and our permitted business is to advise on, arrange, deal in and assist in the administration and performance of general insurance contracts. We are also permitted to provide credit broking and debt administration services in relation to premium finance. Our firm's FCA reference number is 747241. You can check these details on the FCA's Register <https://register.fca.org.uk/s/> or by phoning the FCA on 0800 111 6768.

### 4. Our services:

As an independent insurance intermediary we generally act as the agent of our client. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties of care to other parties, including the insurer. We will advise you when these circumstances occur, so you will be aware of any possible conflict of interest.

We offer a wide range of products and services which may include:

- Offering you a single or range of products from which to choose a product that suits your insurance needs;
- Advising you on your insurance needs;
- Arranging suitable insurance cover with insurers to meet your requirements;
- Helping you with any subsequent changes to your insurance you have to make;
- Providing all reasonable assistance with any claim you have to make.

In some cases we act for insurers under a delegated authority agreement and can enter into insurance policies, issue policy documentation and/or handle or settle claims on their behalf. Where we act on behalf of the insurer and not you, we will notify you accordingly and in relation to claims we will advise you of this fact when you notify us of a claim. Notwithstanding this, we endeavour to always act in your best interest.

As an independent intermediary we offer a wide range of insurance products and have access to many leading insurance companies and the Lloyd's market. Depending on the type of cover you require and where we have provided advice based on a personal recommendation, we will offer you a policy from either:

- a single insurer;
- a limited range of insurers; or
- a fair analysis that is representative of the insurance market.

We will inform you which of these apply before we arrange your policy(ies) and where we have not undertaken a fair analysis of the market, we will provide you with a list of insurers considered.

Before the insurance contract is concluded and after we have assessed your demands and needs, we will provide you with advice and make a personal recommendation, unless we advise otherwise. This will include sufficient information to enable you to make an informed decision

about the policy that we have recommended, together with a quotation which will itemise any fees that are payable in addition to the premium. This documentation will also include a statement of your demands and needs. You should read this carefully as it will explain the reasons for making the recommendation we have made.

We may offer you a policy which is provided by an Affiliate in order to access specialist products and we will tell you if this is the case. We have a conflict of interest policy in place to identify and manage any conflicts that may arise in the placement of your business.

## **5. Remuneration and fees**

In most cases we are paid by commission from the insurer, but in some circumstances we may charge you a fee instead of commission or a combination of both, in which case this will be confirmed to you in writing at the time of incepting or renewing your policy. Where we charge a fee this will not be liable for insurance premium tax or value added tax (insurance is a VAT exempt industry). There may be occasions when an additional fee is sought, for example any changes to the risk that require significant further advice and placement of additional coverage or substantial involvement in any large, difficult or complex claims.

We will also make individual client administration charges of £50 per policy for arranging a policy, £50 per policy for renewing a policy and £50 per policy to cover mid-term adjustments, short period or mid-term cancellations (up to a maximum of £250 per client per year). In addition, if you make a change or cancel your policy mid-term which results in a return premium, we will retain all fees and any commission to cover our administration and advisory services. We will advise you of the amount of any charge before you become liable to paying it.

In addition to your fee and/or commission some insurers may make additional payments to us reflecting the size and/or profitability of our account with them and/or in respect of work we undertake on their behalf.

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

## **6. Duty of fair representation**

You must be sure that the information you have given to us to pass on to the insurers is a "fair presentation" of the risk. This means that you must have clearly disclosed every material circumstance which you, your senior management, or persons responsible for arranging your insurance knows or ought to know following a reasonable search. A material circumstance is one which may influence an insurers' judgement over whether to take the risk, and if so on what terms. If you are in doubt as to whether a circumstance is material then you should disclose it.

Furthermore, you must inform us if any of the information provided to us has changed. If it has, then you must tell us about the changes before we arrange cover. Your duty to notify material changes in the risk applies when you purchase an insurance policy, throughout the life of the policy and when you renew that policy.

Please note that failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or reduce the amount of a claim payable. In some cases your cover could be invalidated, which would mean that a claim would not be paid.

## **7. Quotations**

Unless otherwise agreed any quotation given will normally remain valid for a period of 30 days from the date it is provided to you. We reserve the right to withdraw or amend a quotation in certain circumstances, for example, where the insurer has altered their premium / terms for the insurance since the quotation was given, where there has been a change in the original risk information / material circumstances disclosed or if a claim / incident has occurred since the terms were offered.

## **8. Renewals**

You will be provided with renewal terms in good time before expiry of the policy, or notified that renewal is not being invited. Unless you advise otherwise renewals are invited on the basis that there have been no changes in the risk or cover required, other than those specifically notified to us or your insurers (see section on "Duty of fair presentation").

It is very important that you check the information provided at renewal to confirm it remains accurate and complete. If any of the information is incorrect or if your circumstances have changed you should contact us immediately so we can update your details.

## **9. Mid-term transferred business**

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

## **10. Claims**

You must notify any claim or circumstance that may or could give rise to a claim under your policy in accordance with the conditions of your policy. Failure to notify insurers promptly may entitle them to deny your claim. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, or in the interest of health and safety, until you have obtained agreement from your insurer. When you notify us of a claim you should provide us with details of all material facts concerning the claim.

Your policy documentation will describe in detail the procedures and conditions in connection with making a claim. Where appropriate, and as set out in your policy document, we will provide you with assistance in submitting a claim and in seeking to obtain reimbursement for

you. We will transmit claims payments to you as soon as possible after they have been received on your behalf. However, in the event that an insurer becomes insolvent or delays making settlement of a claim, we do not accept liability for any unpaid amounts. Where we act for the insurer in relation to a claim we will advise you of this when you notify us of the claim.

#### **11. Cancellation clause**

Your insurance contract may include a cancellation clause giving you the right to cancel your policy. If you decide to cancel your policy in accordance with any timeframes stipulated in your policy, and subject to not having made or intimated a claim, you may be entitled to a refund of premium paid. Please note our commission and, where appropriate fees, are fully earned from the date the policy commences and will not be refundable. If you fail to pay your premium to us by the due date, we reserve the right to instruct insurers to cancel your policy.

#### **12. Product documentation**

You should review the policy documents carefully to ensure they accurately reflect the cover, conditions, limits and other terms that you require. Particular attention should be paid to policy conditions and warranties as failure to comply with these could invalidate your policy. Claims can arise, under certain types of insurance contract, long after the expiry of the policy. It is therefore important that you retain and keep safely all documents associated with your policy.

#### **13. Premium**

Once your contract of insurance has been concluded, we will send you an invoice (also referred to as a debit note). You must pay the premium due in accordance with payment dates specified in the invoice. Failure to meet the payment date may lead insurers to cancel your policy. No payment shall be deemed to have been received until we have received cleared funds. Where insurers have specified that the premium must be received by a certain date, failure to comply can result in automatic termination of your insurance contract.

We shall be entitled (but not obliged) without providing notice to you to set off amounts due to us from you, against any amounts which we may receive on your behalf i.e. claims moneys, refunded premiums and other sums.

#### **14. Premium finance**

In arranging premium finance, we act as a credit broker to provide you with a premium finance facility which is designed solely for the purposes of facilitating a loan for repayment of insurance premiums. We will only provide you with information about this payment option on a non-advised basis from which you will need to make your own decision as to the suitability of this facility and whether you wish to proceed. Where we arrange premium finance on your behalf we are remunerated for our assistance in putting this financing in place. We can provide details of our remuneration on request.

When arranging premium finance your premium finance provider may undertake an enquiry with credit reference agencies who will add details of the search and the application to their record about you, whether or not the application proceeds. Further details will be provided when an application for finance is made. Insurers own credit facilities may also be available if appropriate.

Where you pay your premium by instalments and use a premium finance provider, if any direct debit or other payment due in respect of the credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed of such events by your premium finance provider. If you do not make other arrangements with us or your premium finance provider to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance (or, if this occurs shortly after the start or renewal of the insurance, to notify the insurer that the policy has not been taken up) and to collect any refund of premiums which may be made by the insurer. If any money is owed to a premium finance provider under your credit agreement or if they have debited us with the amount outstanding we will use any refund received to offset our costs and you will be responsible for paying any remaining time on risk charge and putting in place any alternative insurance and / or payment agreements you need. You also agree that we may hold to the order of the premium finance provider any claims monies due to you in the event that you are in default of your credit agreement.

#### **15. Client money**

All client money is handled by our Affiliate, The Broker Network Limited (BNL). Client money is money that BNL receive and hold on behalf of our clients during the course of our dealings such as premium payments, premium refunds and claim payments. This money will be held by BNL either as agent of the insurer or agent of the client, determined by the agreement we and BNL have in place with each insurer. Where money is held as agent of the insurer, this means that when we have received your cleared premium, it is deemed to have been paid to the insurer. BNL pay us commission upon receipt of your cleared premium which may be prior to payment of the premium to the insurer.

The FCA requires all client monies, including yours, to be held in a trust account, the purpose of which is to protect you in the event of our financial failure since, in such circumstances; our general creditors would not be able to make claims on client money as it will not form part of our assets. BNL hold all client monies with one or more approved banks, as defined by the FCA, in a Non-Statutory Trust bank account in accordance with the FCA client money rules. Under these arrangements, BNL assume responsibility for such monies and are permitted to, and may:

- Use such monies received on behalf of one customer to pay another customer's premium, before the premium is received from that other customer.
- For the purpose of effecting a transaction on your behalf, pass your money to another intermediary, including those resident outside the UK who would therefore be subject to different legal and regulatory regimes. In the event of a failure of the intermediary, this money may be treated in a different manner from that which would apply if the money were held by an intermediary in the UK. Please inform us if you do not agree to this.
- Retain for their own use, any interest earned on client money.

Unless we receive your written instruction to the contrary, BNL shall treat receipt of payment from you and of any claim payment and/or refund of premium which fall due to you, as being with your informed consent to the payment of those moneys into a BNL Non Statutory Trust bank account.

Without affecting our fiduciary duty to you BNL are entitled to transfer client monies to an identical bank account held in the name of any Affiliate for so long as such company remains an Affiliate.

## **16. Insurer security**

Whilst we make every effort to place your insurances with insurers that are financially sound we do not guarantee or otherwise warrant the solvency of any insurer we place your insurances with. If you have any concerns regarding any insurer chosen to meet your insurance requirements you should inform us as soon as possible and we will discuss them with you. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

## **17. Termination of this TOBA**

You or we may terminate our authority to act on your behalf by providing at least 14 days' notice in writing (or such other period we agree). Termination is without prejudice to any transactions already initiated by you, which will be completed according to this TOBA unless we agree otherwise in writing. You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and/or fees payable in relation to insurance cover placed by us prior to the date of written termination of our authority to act on your behalf.

## **18. Complaints**

In the event that you are unhappy with the service we have provided to you, and you wish to make a complaint, please contact us in writing at: Martin Weaver Parker, Lockyers, 7 The Office Village, Silkwood Park, Wakefield, WF5 9TJ or by telephone

at: 01924 278 222 or email at: [martin@lockyers.co.uk](mailto:martin@lockyers.co.uk). Should you remain dissatisfied with our handling of your complaint, or its outcome, you may be eligible to take your complaint direct to the Financial Ombudsman Service who can be contacted on 0800 023 4567 (website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)).

## **19. Compensation**

We are covered by the Financial Services Compensation Scheme ("FSCS"), which deals with claims against FCA regulated firms that are insolvent or are no longer trading. You may be entitled, therefore, to compensation from the FSCS if we are unable to pay a valid claim made against us. This depends on the type of service we have provided you with, the type of insurance we have placed on your behalf and the circumstances of the claim. Full details and further information on the scheme are available from the FSCS (website: [www.fscs.org.uk](http://www.fscs.org.uk)).

## **20. Confidentiality**

Information provided by you may be held, processed, disclosed and used by ourselves, our professional advisers and any associated companies in servicing our relationship with you. Unless you notify us otherwise, you agree to the storage, use and disclosure of such information. All the activities that we undertake on your behalf, as described in this agreement, are provided for your exclusive use. All recommendations, proposals, reports and other information supplied to you in connection with these services are for your sole use and you agree not to make this information available to any third party without our express written permission. We reserve the right to take action to protect proprietary information.

## **21. General Data Protection Regulations**

We will process your data responsibly, fairly and in strict accordance with the General Data Protection Regulations (GDPR) effective May 2018. These regulations replace the Data Protection Act 1998 ("DPA") and require wider disclosure of compliance than the previous DPA, including (but not limited to):

- Our lawful purpose of processing;
- The information we collect, and how we use and share that information;
- How long we keep information, including the purposes (e.g. administer your policy);
- The technical and organisational measures we have in place to safeguard your information;
- Your rights as an individual data subject; and
- Our approach to marketing

As with many organisations, and to ensure clients can easily access details on the areas listed above, we have developed a separate Privacy Notice. This can be found on our website at [www.lockyers.co.uk/privacy](http://www.lockyers.co.uk/privacy) alternatively you can obtain a copy by writing to us.

It is vitally important to take time to read this document carefully as it contains full details of the basis on which we will process your personal data, such as collecting, using, sharing, transferring and storing your information.

It is also your obligation to ensure you show this notice to all parties related to any insurance arrangement. If you have given us information about someone else, you are deemed to have their permission to do so.

If you have any questions, including requiring a copy of the Privacy Notice, or any further information about our approach to the GDPR you can e-mail [martin@lockyers.co.uk](mailto:martin@lockyers.co.uk) or write to Martin Weaver Parker, Lockyers, 7 The Office Village, Silkwood Park, Wakefield, WF5 9TJ.

## **22. Bribery and corruption**

We have no tolerance for bribery and corruption and this policy extends throughout the Company for all of its dealings and transactions in all countries in which we operate. Our financial crime policy is updated in line with the changes in law, changes in our business and our reputational demands. All employees are required to comply with this policy.

Both parties agree to comply fully with the requirements of the Bribery Act 2010, and will not engage in any of the following activity:

- promising or giving of an advantage, financial or otherwise, to another person to bring about an improper performance or to reward such improper performance
- requesting, agreeing to receive or accepting of an advantage, financial or otherwise to act improperly
- bribe a foreign public official to do or reward them for doing, something improper

### **23. Money laundering**

In order to comply with our obligations under the money laundering legislation and regulations in relation to the Proceeds of Crime Act, you agree to provide us with any such evidence and information about your identity and that of any associates as we may reasonably require.

### **24. Sanctions**

Both parties shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic, financial or trade sanctions legislation.

### **25. Third party rights**

Unless otherwise agreed between us in writing, no term of this TOBA is enforceable under the Contracts (Rights of Third Parties) Act 1999.

### **26. Liability for directors, officers or employees**

You acknowledge and agree not to make any claim personally against any employee, director or officer arising out of the work and services provided under this TOBA. This clause does not in any way limit or affect our liability to you as set out below.

### **27. Limitation of liability**

In the event of any breach of these terms and or in the event of any representation, statement or act or omission including negligence arising under or in connection with all contracts between us then the following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you. Our total liability in relation to that claim shall be limited to £10,000,000 (ten million pounds). Should you feel this is not sufficient for you or your business please contact us to discuss a higher limit of indemnity; if agreed, this will be set down in writing and form part of this TOBA. Nothing in these terms excludes or limits our liability for death or personal injury caused by the Company's negligence, or for the Company's fraud, fraudulent misrepresentation or breach of any regulatory obligation.

We shall not be liable to you for any indirect or consequential loss or damage; these may be losses that are not reasonably foreseeable (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the services we provide to you.

### **28. Law and jurisdiction**

This TOBA shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with this TOBA we both irrevocably submit to the non-exclusive jurisdiction of the English courts.

### **29. Variation and assignment**

No variation of this agreement shall be valid or effective unless it is in writing. We may amend this TOBA by sending you either a notice of amendment in writing or a revised TOBA. We are entitled to assign this TOBA to any other Affiliate for so long as such company remains an Affiliate.

### **30. Entire agreement**

This TOBA constitutes the entire agreement and supersedes all previous agreements, understandings and arrangements whether in writing or oral in respect of its subject matter.

# Lockyer Commercial Ltd Privacy Notice – Version 2 July 2018

## Important notice

This is the privacy notice of Lockyer Commercial Ltd (registration number: 09941113 whose registered office is at Unit 7 The Office Village, Silkwood Park, Wakefield, WF5 9TJ referred to as we, **us** or **our** in this privacy notice.

This privacy notice sets out how we collect and process your personal data. This privacy notice also provides certain information that is legally required and lists your rights in relation to your personal data.

This privacy notice relates to personal information that identifies you as a natural person (whether you are an actual or potential customer, an individual who browses our website or an individual outside our organisation with whom we interact). We refer to this information throughout this privacy notice as personal data or personal information and further detail of what this includes are set out in this privacy notice below.

The privacy and security of your personal information is very important to us so we want to assure you that your information will be properly managed and protected by us at all times. Please read this privacy notice carefully as it explains how we may collect and use your personal data.

This privacy notice may vary from time to time so please check it regularly. This privacy notice was last updated in July 2018

## How to contact us

### Controller and contact details

For the purposes of relevant data protection legislation, we are a **controller** of your personal data. As a controller we use (or **process**) the personal data we hold about you in accordance with this privacy notice.

If you need to contact us in connection with the use or processing of your personal data, then you can do so using our contact details as set out below.

### Data Protection Representative

Our Data Protection Representative is Martin Weaver, who you can contact on 01924 278222.

## What information we hold about you and where we obtain this from

The personal data that we collect about you may include the following information:

- Personal data you provide to us in person, via our website or by telephone
- Personal data you provide when you enquire about insurance, or when you purchase a policy, through us, including information about what and/or who you want to insure, such as vehicle details, business activities, your home or travel details
- General information about you, such as your name, address, contact details and date of birth
- Personal data you provide if you subscribe to any of our mailing or newsletter services
- Your claims and credit history
- Financial details, such as your bank account and card details
- Criminal convictions
- Information about your use of our website such as your IP address, which is a unique number identifying your computer, including personal data gathered using cookies

In addition, we may obtain certain special categories of your data (**special categories of data**) and data about criminal convictions, and this privacy notice specifically sets out how we may process these types of personal data. The special categories of data are data concerning health.

We collect your personal data from you as a controller when we obtain quotations for insurance for you, when we set up your policy for you and when we make changes to your policy for you. This may also involve the collection of data from or about others who are associated with you and your insurance policy such as other persons insured on your policies or your employees or representatives. By giving us information about someone else for the purpose of arranging insurance for them under your policy such as named driver, employee or travel companion etc. you confirm that you have their permission to do so and that you have shared this privacy notice with them.

By asking us to arrange a contract of insurance for you where this involves passing information to us relating to children, you confirm to us that in doing so you are the responsible guardian of the child.

We also collect information from publically available sources and third party databases made available to the insurance industry for the purposes of reducing fraud and financial crime as well as any other third party databases where your personal data may be held, provided such third parties have lawful bases on which to share such personal data with us.

## How we use your personal data and the lawful basis for doing so

### Where we are relying on a basis other than consent

We may rely on one or more of the following legal bases when processing your personal data for the following purposes:

<b>Purposes for which we process your personal data</b>	<b>The basis on which we can do this (this is what the law allows)</b>
In order to perform our contractual obligations to you. This would include our fulfilling your requests for insurance services (including obtaining insurance for you, fulfilling requests for mid-term adjustments and obtaining renewals)	The processing is necessary in connection with any contract that you may enter into with us
To administer your account, including financial transactions for insurance broking	The processing is necessary in connection with any contract that you may enter into with us
To assist in the prevention and reduction of fraud and other financial crime	The processing is necessary for us to comply with the law and our legal requirements
In the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded	The processing is necessary to pursue our legitimate interest in the management and operation of our business
To let you know about similar products and services that may be of interest to you	The processing is necessary to pursue our legitimate interest in operating our business

### Special categories of data and criminal convictions

We may also need to collect special categories of data from you such as information about your health, in order for us to perform our contractual obligations to you the lawful basis on which we can do this is that processing is necessary (a) for an insurance purpose (b) is of personal data revealing racial or ethnic origin, religious or philosophical beliefs or trade union membership, generic data or data concerning health and (c) is necessary for reasons of substantial public interest. We may also process information on criminal convictions data which we may share with third parties under the processes of (a) and (b) above.

Insurance purposes mean (a) advising on, arranging, underwriting or administering an insurance contract (b) administering a claim under an insurance contract or (c) exercising a right or complying with an obligation, arising in connection with an insurance contract, including a right or obligation arising under an enactment or a rule of law.

### Who we pass your personal data to

We may need to pass your personal data to other companies which may include:

- Other companies or brands within our group of companies, for example if we are unable to provide a suitable insurance policy on request or at renewal we will check if any of our associated group companies can provide you with suitable cover
- The insurers, intermediaries and third party service providers that we use for the purpose of arranging and administering your insurance policy. This may also include risk management assessors, uninsured loss recovery agencies, premium finance providers and other third parties involved (directly or indirectly) in the administration of your insurance and its associated benefits
- Firms that provide administration and processing services to us or on our behalf under contract in order to complete activities such as claims handling, IT systems and administrative services and other activities set out in this privacy notice, as well as support activities such as finance and auditing services
- Organisations that have a specific role laid out in law, such as statutory bodies, regulatory authorities and other authorised bodies
- Other organisations where we have a duty to or are permitted to disclose your personal information by law, for example if we received a valid request from the police or other third party organisation in the interest of preventing and detecting crime
- Fraud prevention agencies and operators of registers available to the insurance industry to check information and prevent fraud
- Credit reference agencies to check your credit history. This check will be recorded on your credit reference file without affecting your ability to apply for credit or other financial products
- Third parties we use to recover money you may owe us or to whom we may sell your debt
- Another company, if our business or part of it is bought or taken over by that company to make sure your insurance policy can continue to be serviced or as part of preliminary discussions with that company about a possible sale or take over
- We may also pass your information to Zywave, who provide the "My Business Toolkit" to you on our behalf

The information you share with us may be transferred by us or any of the types of firms or organisations we have noted above, to other countries in order for processing to take place, including locations outside of the UK and the European Union. We will only do so if there are adequate levels of protection in place as required by applicable data protection laws.

### Accessing our website and cookies

When you visit one of our websites we may collect information from you, such as your email address, IP address and other online identifiers. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit. We use third parties to collate IP addresses to help us understand our Internet traffic data and data regarding your browser type and computer. We may also use web usage information to create statistical data regarding the use of our website. We may then use or disclose that statistical data to others for marketing and strategic development purposes, but no individuals will be identified in such statistical data.

We may use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website, but not on your computer. Pixel tags usually work together with cookies to help us to give you a more tailored service. We also use cookies and pixel tags in our email communication to personalise the email and track whether the email has been opened and whether the recipient has used any website links contained in the email communication. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found at <http://allaboutcookies.org>.

Internet browsers normally accept cookies by default, although it's possible to set a browser to reject cookies. We'll ask your permission before using any cookie that's not essential to the email or the use of the website. However, refusing to accept cookies may restrict your use of our website and/or delay or affect the way in which our website operates. You can find more information on cookies when you visit our website.

The open nature of the internet is such that data may flow over networks without security measures, and may be accessed and used by people other than those for whom the data is intended. While this is outside of our control, we do take the protection of your information very seriously and aim to apply appropriate levels of security at all times.

### **Your Rights**

We will only store your data for as long as is necessary to comply with the requirements of your insurance contract(s) and any legal obligations or lawful processing conditions that may exist as a result. You have a number of rights concerning the personal information we use, which you may ask us to observe. In some cases even when you make a request concerning your personal information, we may not be required, or be able to carry out your request as this may result in us not being able to fulfil our legal and regulatory obligations under the lawful processing conditions under which we hold your data or because there is a minimum statutory period of time for which we have to keep your information. If this is the case, we'll let you know our reasons.

You can ask us to:

- Provide a copy of your personal information
- Correct or delete unnecessary or inaccurate personal information
- Restrict or to object to the use of your personal information at any time
- Object to any automated decision, including profiling which may have been used by insurers when underwriting your quotation. Where an automated decision has been made we will advise you of this and of your rights
- Provide your personal data in a structured, commonly used and machine-readable format and to have your personal data transferred to another controller. This right only applies where our processing of your personal data is automated and the processing took place initially with your consent or for the performance of a contract with you
- Where we rely on your consent to use your personal information, you can withdraw that consent at any time. Where your consent is withdrawn, your previous consent will remain valid in respect of our use of your information prior to the date you withdrew it, or if any marketing material has been sent prior to you advising that you don't want us to contact you again

If you have any questions or concerns about this privacy notice or your data protection rights please contact us using our details set out at the beginning of this privacy notice.

You also have the right to make an enquiry or to complain to the Information Commissioner's Office (ICO) if you are unhappy with our use of your data, or if you think we have breached a legal requirement. Further details about the ICO are available at: [www.ico.org.uk](http://www.ico.org.uk).

### **How we contact you about other products and services**

We may from time to time process your personal data to let you know about similar products and services that may be of interest to you. This is because we value your custom and we pride ourselves in offering professional and tailored advice which meets your specific insurance needs. This includes keeping you informed on the latest insurance and industry information and details of any offers or promotions relating to the insurance services we provide to you. Our lawful basis for processing your personal data in this way is as is necessary to pursue the legitimate interests of our business, unless we have otherwise obtained your consent to do so. We may contact you by post, telephone or e-mail. You will be given the option to stop receiving any communications from us in this regard at any time however please note that this will not affect us contacting you about the servicing of products that you have specifically requested from us.