



Mr Steve Mitton
County Durham Furniture Help Scheme
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County Durham
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200 Park Road
Hartlepool
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Our Ref: 25779118
6th October 2017

Dear Steven Mitton,

Policy Type: Commercial Combined

Policy Number: CPP 2295834

Further to our conversation, we have pleasure in confirming cover is in place for your Commercial Combined policy with effect from 5th October 2017. Cover will run for a period of 12 months as per the Statement of Price below:

Statement of Price

Your Premium breakdown for your New Business Policy with Bluefin Network	
Insurer / Provider Premium	£3,572.63
Insurance Premium Tax	£428.72
Amount Due (excluding optional additional products)	£4,001.35

Mayfield Brokers Ltd strives to provide you with independent expertise, advice and service of the highest quality to ensure that you get value for money from your insurance arrangements. Our aim is to ensure that you have peace of mind by providing you with the right cover, from an insurer that has the ability and desire to pay your claims quickly and efficiently.

What is Enclosed & Why?

Mayfield Brokers Ltd is authorised and regulated by the Financial Conduct Authority. We are therefore required to supply you with specific information which is contained in the following documents:

- **Statement of Demands & Needs**
This includes details of cover, limits and exclusions and explains why we have made our recommendation
- **Our Capacity & Services**
This provides you with confirmation of whether we are acting as your agent or agent of the insurer, explains what will happen in the event of a breach of warranty and provides instructions & guidance for your duty to make a fair presentation of the risk
- **Payment Options**
If not already agreed
- **Terms of Business**
Please read this carefully. It sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibility

What do I do now?

Please do the following:

- Read the Summary of Cover / Keyfacts document enclosed for our recommended contract. In particular, please read the section on unusual limitations or conditions to the cover.
- Please check the document marked "Statement of Demands & Needs". If there are any errors or changes in circumstances, you must contact us immediately.
- Please review our Terms of Business
- Check the enclosed policy documentation. Check to ensure all data is correct, if not, please contact us immediately.
- Confirm (if not already) your preferred method of payment. See Payment Option sheet attached.

What we need back from you

The following are required from you. Please check, sign and return to us at the above address.

- A completed Direct Debit form for interest-free instalments over 10 months.

Any Questions?

We trust that you will find this to your satisfaction, however please do not hesitate to contact us if you have any queries or concerns regarding this or any other aspect of your insurances, or if you simply require further information.

May we take this opportunity to advise you that Mayfield Brokers Ltd are able to offer a range of insurance products and services, including all consumer and commercial insurances. If you have any other insurance requirements that we may be able to meet, please contact us to discuss further.

Yours sincerely,



Martin Smith Cert CII
Director
01429 818489
martin@mayfieldinsurance.co.uk

Statement of Demands & Needs - Important Information

Client Name : County Durham Furniture Help Scheme

Our Ref : 25779118

We have assessed your demands and needs based on the information provided by you to Mayfield Brokers Ltd and our recommendations are summarised below.

Policy Type	Insurer	Underlying Insurer	Underlying Insurer Exposure
Commercial Combined	Bluefin Network	Ansvar Insurance	100.00%

Where there is an underlying insurer stated above, the policy is underwritten by that insurer(s). Please note that the liability of the underlying insurer(s) listed above in respect of losses under this policy is individually limited to the percentage set against their name and for no other amounts: -

Below you will find the following information:

- Information on cover provided
- Any significant warranties, conditions and/or exclusions (for full details of these please refer to your policy wording)
- The market selection process for each cover
- Personal recommendation
- Uninsured risk areas

Based on our knowledge, your stated main requirements are as follows:

Policy	Requirements
Commercial Combined	<p>Liability insurance - To obtain a policy that provides indemnity for bodily injury and property damage claims made against you by other parties, including your employees and volunteers for which Employers Liability insurance is compulsory.</p> <p>Material damage insurance - To obtain a policy that provides material damage insurance for the structure and contents of the property as described to insurers.</p> <p>Business interruption insurance - To obtain a policy that provides protection against loss of income (if just ICOW remove Loss of Income) and the increased costs of working following a physical loss at the property described to insurers.</p> <p>Professional indemnity insurance - for claims made against them by other parties arising from professional errors and omissions, libel, slander etc.</p> <p>Legal expenses - To obtain a policy that provides indemnity for the cost of legal expenses that could be incurred should you become involved with a dispute or to pursue or defend your legal rights in or out of Court.</p>

Personal Recommendation and Market Selection

Based on this information and our knowledge of the markets we have recommended the following contracts because:

Policy	Recommendations and Market Selection
Commercial Combined	<p>The insurer we are recommending understands your industry sector and provides a niche policy suited to your specific needs.</p> <p>This was the lowest priced policy obtained from markets available to us.</p> <p>This insurer is able to provide the full range of covers requested.</p>

Covers Recommended but not taken up

A policy to cover legal liability to pay compensation, including legal costs for a Third Party's financial loss resulting from a wrongful act committed by an individual director, officer or managerial employee in conduct of the business.

A policy that provides cover against risks connected with operating on-line including: negligent acts, errors and omissions, breach of confidentiality, libel and slander, infringement of third party/ copyright, downloading of virus to third parties, and liability arising out of data protection legislation, damage to your computer network, loss of revenue and theft of money by electronic means.

Covers requested by you but not provided by this quotation

None

This summary is not exhaustive, and if you require full details of cover or clarification of the terms you must refer to the policy document or contact the relevant personnel at Mayfield Brokers Ltd.

Notwithstanding our market selection, we would be happy to approach other insurers on your behalf. Please advise if you would like us to do so.

Our Capacity and Services

The capacity in which we are acting

As an insurance intermediary we usually act as your agent and are therefore subject to the law of agency which imposes various duties on us. In certain circumstances we may act for and owe duties of care to insurers and the following table is provided to advise you when these circumstances may occur so you will be aware of any possible conflicts of interest.

Policy	Sourcing a suitable policy (i.e. when we get quotes for you)		Placing the insurance (i.e. when we arrange for your cover to start)		In the event of a claim	
	We act as your Agent	We act as agent of the insurer	We act as your Agent	We act as agent of the insurer	We act as your Agent	We act as agent of the insurer
Commercial Combined	✓		✓		✓	

Important

Instructions and Guidance

Confidentiality and Copyright

To protect our intellectual rights we ask that you don't show the information in this document, or the advice within it, to anyone else or reproduce it for them.

Breach of a Policy Warranty, Term or Condition

A breach of warranty suspends the cover provided by your insurance policy for the duration of the breach and the insurer is not obligated to pay any claims during this period. If you can fix the breach before a loss has occurred, your cover is restored.

However, if you do breach a warranty or other policy term, the insurer cannot rely on the non-compliance to refuse to pay a claim if you can prove that the breach did not increase the risk of the loss which occurred.

This does not apply to a term 'defining the risk as a whole' for example a policy term which defines the geographical area in which a loss must occur.

You need to take great care not to breach warranties, conditions precedent to liability and other policy terms and should notify us immediately of any breaches that occur during the policy period.

Your Duty to Make a Fair Presentation of the Risk

You must make a fair presentation of the risk to us when you take out, renew or amend your policy. A fair presentation requires you to tell us about all facts and circumstances which may be material to the insurance, in a clear and accessible manner. Material facts are those which are likely to influence an insurer in the acceptance or assessment of the terms or pricing of your policy. If you are in any doubt as to whether a fact is material, you should tell us about it.

If you fail to make a fair presentation of the risk, where that failure is deliberate or reckless, or where, the insurer would not have accepted the policy had you told it about a material fact or circumstance, the insurer may treat your policy as if it had not existed and refuse to pay any claims. In other cases, the insurer may only pay part of the value of your claim or impose additional terms.

For these reasons, it is important that you check all of the facts, statements and information set out in the documentation provided by us are complete and accurate, and that you answer any questions completely and accurately. If there is more than one person involved in your business or employed by you, you should check with them, where appropriate, that the facts and statements that you make are complete and accurate.

Examples of people who should be included within the enquiries are (where applicable):

- Senior management within your business (which includes anyone who plays a significant role in making decisions about how your activities are to be managed or organised)
- A person for whom cover is provided by the contract of insurance
- Anyone who is responsible for the procurement of your insurance.

If any of the facts, statements and information in this document, or any additional information provided are incomplete or inaccurate, you must contact us immediately. Failure to do so could invalidate your policy or lead to a claim not being paid.

Here are some examples of facts that should be disclosed (this list is not exhaustive):

- any special or unusual facts relating to the risk
- any particular concerns which led you to seek insurance cover
- officers of the business that have been convicted of criminal offences
- officers of the business that have been declared bankrupt or were previously a director of a failed business
- the company or director having been refused insurance cover or had a policy cancelled
- any losses arising out of fraud or dishonesty
- previous losses (regardless of fault or whether an insurance claim was made)
- a change to the business activities
- a change to the business / management structure
- connections with a country that is subject to sanctions.

Your Duty to Notify us about Certain Facts Regarding Convictions, Bankruptcy Proceedings and Refusals of Insurance Cover

You must notify us with the relevant details if your business or any company in the same group as your business, or any director or partner of your business or any group company (either personally or in any business capacity) has ever been, or is during the period of insurance:

- declared insolvent or bankrupt or the subject of bankruptcy proceedings
- the subject of a County Court judgment (or Scottish equivalent), or if there are any proceedings pending
- a director or partner in any business which is or has been the subject of a winding up or administrative order, or receivership or other insolvency proceedings
- convicted or charged with any criminal offence, or have a prosecution for such an offence pending, (except for the Road Traffic Act offences of parking or speeding on one occasion if there are no convictions)
- prosecuted or served with a notice of intended prosecution, or a prohibition notice in connection with a breach or alleged breach of any health and safety legislation
- refused or declined insurance cover or has or has ever had insurance cancelled, renewal refused or had special terms imposed.

This is very important because if you fail to notify us of any of the circumstances above, your insurance claim may be reduced or not paid, additional terms may be imposed or your policy cancelled. Please note that spent convictions do not need to be disclosed.

Your Operations in Countries that are Subject to Sanctions

You must notify us with the relevant details of all circumstances, including those which may arise during the period of your insurance cover, involving activity by your business or its group companies (including direct or indirect imports and exports, other forms of trading, services, travel and working abroad) in the following countries and territories:

Belarus, Crimea, Cuba, Democratic Republic of Congo, Iran, North Korea, Russia, Somalia, South Sudan, Sudan, Syria, Ukraine and Zimbabwe.

Your Failure to Disclose

If you do not notify us of the facts and circumstances described above, including those which may arise during the period of your insurance cover, we will treat this as confirmation from you that you have no information to supply in relation to that fact or circumstance. If you do not understand any point please ask for further information.

Confidentiality and Copyright

To protect our intellectual rights we ask that you don't show the information in this document, or the advice within it, to anyone else or reproduce it for them.

Key Conditions

Please take the time to read your policy documents and make sure you understand the terms and conditions. If you breach the conditions of your policy, then any claim that you make might not be paid or your cover may be withdrawn.

Reasonable Care

Despite being insured, you still need to take the same care that you would if you weren't insured. And if something happens that could lead to a claim, you need to take reasonable steps to minimise any losses.

Subjectivities

Sometimes your insurer will need specific information from you or ask you to take particular action, and generally you will still be covered while doing what they've asked. If this happens we will make sure you know what to do and by when, and what will happen if you don't.

Terrorism

Most policies don't insure you against losses caused by terrorist activities. You can usually arrange separate cover for this, so please get in touch if you'd like a quotation.

Complaints

Sometimes things may not go entirely to plan. Both Mayfield Brokers Ltd and the insurers we deal with welcome the opportunity to discuss any concerns that you may have about any aspect of the service you receive. Should you need to discuss a problem, please contact us in the first instance. Details of how to contact the insurer will be in the policy document.

Law Applicable

You and the insurers are free to choose the laws applicable to a policy. As insurers are based in England, they propose to apply the laws of England and Wales and by purchasing a policy you will have agreed to this.

Payment Options

Client Name : County Durham Furniture Help Scheme

Our Ref : 25779118

Your Premium breakdown for your New Business Policy with Bluefin Network	
Insurer / Provider Premium	£3,572.63
Insurance Premium Tax	£428.72
Amount Due (excluding optional additional products)	£4,001.35

Payment Option Summary

TICK	OPTIONS	DESCRIPTION
	Pay by Cheque. (Please write 25779118 on the back)	Please return your cheque to our offices made payable to Mayfield Brokers Ltd
	Pay By Credit / Debit Card	Contact us on: 01429 818489 .
	Pay By Third Party Loan	Subject to 3.4% interest charge
	Pay By Insurer Direct Debit	Interest-free. Please see Direct Debit details attached (if applicable)
	Pay By BACS (Directly in to our Bank Account)	Contact us on 01429 818489
		Bank Name Barclays Bank
		Sort Code 20 – 67 – 59
		Account Number 73820041

Please TICK the box to confirm the required payment method and return to us.
OUR REFERENCE: 25779118 - County Durham Furniture Help Scheme

Terms of Business Agreement - Commercial Customers

Mayfield Brokers Ltd

We are an independent insurance intermediary authorised and regulated by the Financial Conduct Authority No: 778809. Our details may be confirmed on the Financial Services Register www.fca.org.uk or by phoning the FCA on 0800 1116768.

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. Please contact us immediately if there is anything in this document that you do not understand or with which you disagree. Your receipt of this document constitutes your informed consent to its contents. By instructing us you are accepting this Terms of Business agreement.

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.

1. Our service

- 1.1. We are committed to providing you with quality advice, service and insurance products. As an intermediary and your agent we owe various duties to you and will advise you as necessary if circumstances occur that may create a possible conflict of interest.
- 1.2. Our permitted business activities are advising, arranging (bringing about) deals, making arrangements with a view to transactions, dealing as agent, assisting in the administration and performance of a contract and agreeing to carry on a regulated activity in respect of General Insurance contracts as well as credit broking.
- 1.3. We will advise you and will make a personal recommendation after we have assessed your insurance needs. This will include the type of cover you require together with the costs involved. We undertake to explain the main features of the products and services that we offer to you as well as the basis on which we have provided information and/or advice.
- 1.4. Upon receipt of your instructions we will place, amend or renew insurance cover on your behalf with insurers. We will advise you of any inability to place your insurance.
- 1.5. You are not to rely on any insurance policy you have instructed us to place on cover until we have confirmed in writing to you that the insurer has agreed to such insurance cover being in place. Please note that you must comply with the terms and conditions of the insurance policy you purchase, including any matters where the insurer makes cover subject to your compliance with conditions or with express or implied warranties. Failure to comply may entitle the insurer to cancel your insurance contract and/or risks a claim you make not being paid in part or in full. (Also see Clause 10. Claims).
- 1.6. Please also note, unless your policy confirms otherwise, the rights under your policy may only be pursued in an English court.

2. Our remuneration and other income

- 2.1. We are usually remunerated by commission from your insurer(s) for our insurance broking services, or by way of a fee negotiated and agreed with you. If we receive both, this will be confirmed in writing to you at the time of incepting or renewing your insurance. In addition:
 - 2.1.1. Where we are remunerated by commission, we may also make individual charges to cover the administration of your insurances. We charge ten pounds when you first purchase cover, each time you renew your policy and if you cancel the policy before its expiry date. For each policy amendment, we charge five pounds. No fees will apply where the current year's annual premium is over one thousand pounds.
 - 2.1.2. 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. In addition we may also receive payment from other firms, such as premium finance providers, where non-insurance products or services are supplied to you.
- 2.2. Our remuneration in whatever form and in respect of any policy shall be due on the date of inception or renewal of that policy. We shall be entitled to retain all commission and/or agreed fees in respect of the full policy period including where you appoint another intermediary in our place during the currency of a policy, or where a policy is cancelled after inception or renewal. (Also see Clause 9. Short period and cancelled policies).
- 2.3. 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 or arranging your premium finance facility.

3. Duty of fair presentation

- 3.1. Your attention is drawn to the accompanying Duty of Disclosure and Fair Presentation document which sets out a number of your obligations. In addition, the below sets out further obligations which apply to all services that we provide to you when arranging your insurance cover.
- 3.2. You shall provide us with all relevant information in relation to your business to enable us to provide our services. Such information must be provided in a format which allows us to provide a clear presentation to insurers. We can rely on any information provided to us by you and/or your previous insurance broker.

4. Notification of changes, alterations and renewals

- 4.1. Amendments to policies may be arranged upon receipt of full details and on return of the certificate of insurance (if applicable). Cover is subject to acceptance by insurers and payment of any additional premium required inclusive of Insurance Premium Tax (IPT).
- 4.2. Renewals are invited on the basis that there have been no changes in the risk other than those specifically notified to us or your insurers.

5. Insurer security

- 5.1. We will only place cover with insurers who satisfy certain minimum criteria assessed by the rating agencies and/or our own assessment, or for whom you have given us specific approval to use. Whilst the information upon which we rely is obtained from sources considered to be reliable, and we use all reasonable endeavours to review that information in order to protect your interests, predictability of solvency cannot be, and is not, guaranteed by us. The financial standing of any insurer can, of course, change after the insurance contract had incepted. We do not guarantee the ongoing ability of any insurer to meet their contractual obligations.

6. Documentation

- 6.1. It is your responsibility to read all documentation upon receipt and raise any query regarding it, otherwise you risk a loss you suffer not being paid in part or in full. Documentation including your policy and certificate, if applicable, will be issued to you upon receipt from insurers.
- 6.2. You must check all documentation issued to you, to ensure the details are correct and the insurance cover provided meets your requirements. We will arrange insurance cover according to your instructions but only you can identify if it does not meet your intentions. If you have any concerns in respect of your insurance cover, or are uncertain as to the meaning of any terms and conditions, or if you discover errors in the documentation, then you must notify us immediately.

7. Payment of the premium

- 7.1. We must receive your payment, unless it is made by you directly to your insurer, by cheque, credit or debit card, electronic funds transfer, or be in receipt of a completed premium instalment application form (with deposit where requested), drawn on a bank, building society or other UK financial institution account, in the policyholder's name and before cover commences unless we agree otherwise. A charge may apply to payments made by credit card and this will be confirmed to you in writing at the time of incepting or renewing your insurance. If we agree to accept payment from someone other than the policyholder then this must be notified to us and agreed by us.
- 7.2. We have no obligation to fund any premium, taxes or fees (if applicable), on your behalf, nor do we have any responsibility for any loss you may suffer as a result of cancellation of insurance cover, or any other prejudicial steps taken as a result of late payment substantially attributable to you. If we decide to retain certain documents whilst awaiting payment, we shall provide details of your insurance cover and any information or documents required by law.

7.3. We shall be entitled (but not obliged), without providing notice to you to set off any 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). Please be aware that full or partial non-payment of a premium or default on a credit agreement may result in the cancellation or lapsing of your policy.

8. Transferred business

8.1. 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.

9. Short period and cancelled policies

9.1. If you wish to cancel your policy, then you will need to return the policy document and current certificate of insurance (if applicable), and confirm your cancellation instructions. Subject to the cancellation terms of your policy, a refund of premium may be available. Details of any applicable cancellation terms and charges will be found in your policy documents. Our commission and/or fees are fully earned from the date insurance cover commences and may not be refundable in the event of cancellation, avoidance or early termination of a policy.

10. Claims

10.1. We will assist you with advice when you make a claim under your policy, but it remains your responsibility to have read, understood or queried all documentation upon receipt. All incidents that could possibly give rise to a claim must be notified to us or your insurer in accordance with the terms of your policy and a claim form completed where required. Delay on your part in notifying a claim and/or completing required forms may risk a loss you suffer not being paid in part or in full.

10.2. You must not under any circumstance admit liability for a loss or agree to any course of action, other than emergency measures carried out to minimise the loss, as you will risk your claim not being met in part or in full. All correspondence, claims, writs, summonses etc. should be forwarded immediately, unanswered, either to us or to your insurer. You are also reminded of your duty to keep all losses and costs arising from an incident to a minimum and that failure to comply with policy terms and conditions may invalidate cover.

10.3. We will remit claim payments received on your behalf, to you as soon as practicable after confirmation of receipt of cleared funds in our bank account. In the event that an insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts.

10.4. Where we have a delegated authority from an insurer to settle your claim on their behalf, we shall make you aware of this on notification of the claim and obtain your informed consent to proceed.

11. Client and insurer money

11.1. **The firm named in the heading is not authorised to handle client monies, all client money is handled by BBPS Ltd** who holds all client money in a trust account, the purpose of which is to protect you in the event of financial failure since, in such circumstances, general creditors would not be able to make claims on client money.

11.2. BBPS Ltd hold all client money in a Non-Statutory Trust bank account in accordance with the FCA client money rules. Under these arrangements, BBPS Ltd assume responsibility for such monies and are permitted to, and may:

11.2.1. Use such monies received on behalf of one customer to pay another customer's premium, before the premium is received from that other customer. However, BBPS Ltd are not entitled to pay ourselves commissions before BBPS Ltd receive the relevant premium from the customer;

11.2.2. 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.

11.2.3. Retain for their own use, any interest earned on client money.

11.3. Your money will be held either as agent of the insurer or agent of the client, depending on which insurer(s) your insurance has been placed with. Where money is held as agent of the insurer, this means that when BBPS Ltd have received your cleared premium, it is deemed to have been paid to the insurer.

11.4. Unless we receive your written instruction to the contrary, BBPS Ltd 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 the Non Statutory Trust bank account.

12. Our liability to you

12.1. Unless we have otherwise agreed with you in writing, we shall treat your instructions to us to place or renew your insurance cover as acceptance of the limitation of our liability to you and to any other person with an interest in your insurance cover.

12.2. Our aggregate liability and the liability of our Affiliates to you, on any basis (including for example for breach of contract or negligence), arising out of or in connection with these Terms of Business, shall be limited in total to £2,000,000. We shall not be liable to you in any circumstances for any special indirect or consequential loss or loss of profits. These provisions shall not apply to any liability which cannot lawfully be excluded or limited.

12.3. This limitation of liability clause shall survive termination of these Terms of Business.

12.4. You agree that if you do not notify us of material facts and circumstances relevant to the risk to be insured, including those which may arise during the period of your insurance cover, then this will be treated by us as a statement that you have no information to supply in relation to that fact or circumstance. If you do not understand any point please ask for further information.

13. Confidentiality

13.1. We will keep your information confidential. However, in the normal course of business and in acting on your behalf we may disclose your information to our employees, agents, outsourcers, premium finance providers, Affiliates or sub-contractors, or to insurers and their agents. We may also have to disclose your information pursuant to legal or regulatory requirements. Any disclosure to any other third party will only be made with your prior written consent.

13.2. We will be entitled to use information in relation to your insurance, on an anonymised basis, when dealing with insurers on other risks on behalf of policyholders other than yourself.

13.3. We may provide databases to insurers which may include:

13.3.1. Confidential information relation to your insurance.

13.3.2. On an anonymous basis, information relating to your insurance programme in benchmarking, modelling and other analytics offerings

13.4. This confidentiality commitment to you does not apply to information lawfully in our possession or in the public domain.

14. Data protection and security

14.1. The parties both warrant that they will observe the provisions of the Data Protection Act 1998 and any other applicable data protection laws, in relation to these Terms of Business.

14.2. We may also disclose your personal data:

14.2.1. To any law enforcement agency, court, regulator, government authority or other third party where we believe this is necessary to comply with a legal or regulatory obligation; and

14.2.2. To a third party that purchases, or to which we transfer, part or all of our assets and/or business.

14.3. Depending on the circumstances, the disclosure of personal data (including sensitive personal data), detailed in this clause may involve a transfer of data

outside of the European Economic Area.

14.4. Insurers and premium finance providers may carry out enquiries for credit referencing and fraud prevention purposes, and in doing so may pass information, including personal data, to third parties and/or relevant agencies. You can ask insurers for more information about this. A record of the insurer's or premium finance provider's enquiry may be viewed by other companies if you apply for their services. These enquiries may include electoral roll and credit information. Insurers may also pass your personal data to re-insurers and/or loss adjusters.

14.5. By continuing to receive services from us, you consent to the personal data you provide to us being used in accordance with this clause and confirm that you have obtained the consent of any data subjects whose personal data you provide to us. Any person disclosing personal data to us must do so in compliance with all applicable data protection laws.

14.6. We may from time-to-time, provide you with marketing information on other products we supply and/or pass your contact details to other suppliers of products or services of whom we approve. If you do not wish your details to be used for the purposes in this clause, please notify your usual contact or you can write to the Data Protection Officer at Mayfield Brokers Ltd.

15. Termination of our authority to act on your behalf

15.1. 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 these Terms of Business, unless we agree otherwise in writing.

15.2. 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.

16. Severability

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

17. Assignment

17.1. We are entitled to assign these Terms of Business to any other company within the group of companies of which we are part. You are entitled to assign these Terms of Business with our prior written consent, not to be unreasonably withheld.

17.2. We are entitled to transfer client monies to an identical bank account held in the name of any other company within the group of companies of which we are a part but then only for so long as such company remains a member of such group.

18. Law and jurisdiction

18.1. These Terms of Business which form our agreement with you shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts unless we agree with you otherwise.

19. Rights of Third Parties

19.1. Unless otherwise agreed between us in writing no provision of this Terms of Business is enforceable under the Contracts (Rights of Third parties) Act 1999 by any person other than you or us.

20. Bribery and corruption

20.1. 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 anti bribery 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.

20.2. 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
- bribing a foreign public official to do or reward them for doing, something improper.

20.3. Additionally, where applicable, a firm will prevent bribery being committed on its behalf by its employees and third parties.

21. Sanctions

21.1. 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.

22. Complaints

22.1. While we will always endeavour to provide you with a high level of customer service, if you feel dissatisfied with the service you have received you should, in the first instance, contact the office you usually deal with to register your complaint.

Or, alternatively you may refer the matter to -

email: **martin@mayfieldinsurance.co.uk**

post: **Mayfield Brokers Ltd**
200 Park Road
Hartlepool
TS24 7DN
United Kingdom

Tel: **01429 818489**

Fax:

22.2. We need you to help us by summarising the problem, policies affected and the resolution you expect. Please ensure whenever possible that you quote your customer reference number together with the identity of our member of staff and office address.

22.3. We will endeavour to rectify the problem immediately, but if we are unable to do so your complaint will be dealt with in accordance with our formal Complaints Procedure, a copy of which will be provided to you.

22.4. If you remain dissatisfied you may be an eligible complainant within the rules of the Financial Ombudsman Service (FOS). Their jurisdiction broadly covers those that employ less than 10 persons and whose turnover or annual balance sheet is less than 2 million Euros, and charities or trusts whose turnover or net assets respectively are less than £1m. Should you remain dissatisfied with our final decision or more than eight weeks have passed since receipt of your complaint, then if you wish, you may contact the FOS, details of which can be found at www.financial-ombudsman.org.uk. Full details will be supplied in our Complaints Procedure.

23. Compensation

23.1. We are covered by the Financial Services Compensation Scheme (FSCS), and you may be entitled to compensation from the FSCS if we cannot meet our obligations. This does not extend to consumer credit lending, i.e. credit broking/lending. Insurance advising and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further details regarding the FSCS can be obtained from its website www.fscs.org.uk. Full details and further information on the scheme are available at www.fscs.org.uk.

The Duty of Disclosure and Fair Presentation

If your insurance¹ policy is governed by the laws of England and Wales, Scotland or Northern Ireland² please read this guidance note carefully, as any failure to disclose material information to your insurer, may adversely affect the validity of your insurance policy. If you have any queries, please do not hesitate to contact us in the first instance.

If your insurance policy is not governed by the laws of England and Wales, Scotland or Northern Ireland, we recommend that you obtain independent advice as to your obligations under the relevant law. If you are not sure about which law applies to your insurance policy, you should discuss this with us.

This guidance note does not purport to constitute legal advice but it does reflect the law. Your insurance policy may contain clauses which vary the strict legal position. If appropriate you should, in addition to speaking with us, consider taking your own independent legal advice.

Please tell us if the person in your organisation responsible for arranging insurance changes so that we may explain the duty of disclosure/fair presentation to that person.

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

Your Obligations

If you are a business and your insurance policy is governed by English Law, you must, at all times, act with utmost good faith towards your insurer. This means that before your policy is placed, at renewal, when varying or extending the policy (and also during the policy period if your policy contains a particular clause stating that any change in the circumstances must be advised to your insurer), you must disclose to your insurer all information, facts and circumstances which are, or ought to be known to you and which are material to the risk. When providing information or completing a proposal form, or otherwise confirming any information to your insurer, you should take care to ensure that the details provided are complete and accurate.

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

What is 'Material'?

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

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

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

In the context of business insurance policies, insurers are likely to regard matters such as, but not limited to, the examples detailed in last page of this document as material. If you are unsure whether a fact or circumstance should be disclosed, or whether the duty to disclose information continues throughout the period of a particular policy, we recommend that you disclose the information anyway, as failure to do so may lead to your insurer reducing its claim payment, applying additional terms or even avoiding the policy.

When to Disclose

Your duty of disclosure applies throughout the negotiations preceding the placing of your policy, until your insurer has agreed to accept the risk and has set the terms, price and level of participation, and the contract has been finalised.

After the policy has been placed, the duty of disclosure arises again if you wish to make changes to the policy, so that your insurers takes additional risk, when there is an extension of the policy period and when a policy condition requires you to advise your insurer of a specific increase or alteration in risk. The duty to disclose material facts and circumstances arises again during the renewal process.

Failure to Disclose

The consequences of failing to disclose a material fact or circumstance will depend on the precise terms of your insurance policy.

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

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

The Insurance Act 2015 will also apply to variations made to policies on or after 12 August 2016 even if the policy inception prior to this date

¹ References to insurance/insured/insurer also apply to reinsurance/reinsured/reinsurer, save for consumer insurance references.

² All references to English Law include the law of Wales, Scotland and Northern Ireland

Non-Exhaustive Illustrative Examples of Material Information

Circumstances which may be considered material are:

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

By way of example:

General Information about Your Business

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

Material Damage Policies

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

Liability Policies

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

Motor Fleet Policies

- Driving convictions;
- Corporate investigations/prosecutions;
- Undisclosed accidents;
- Changes to vehicle performance;
- Change of use of vehicle.

Business Personal Accident and Travel Policies

- Changes to business activities;
- Material differences in the travel pattern (different geographies, number of journeys, etc.).

REMEMBER - This list provides examples only. If in doubt - Disclose.

For more information about the duty of disclosure and fair presentation, please contact us.

The information contained herein is based on sources we believe reliable and should be understood to be general risk management and insurance information only. The information is not intended to be taken as advice with respect to any individual situation and cannot be relied upon as such.

Appendices

Our Range of Services

What do we do for our Commercial Customers?

The range of service delivered to you by our trained, professional staff depends upon the particular risks you face and therefore your demands and needs for insurance cover. However, we would remind you that we can only know and act upon the information you provide so it is always essential that you fully disclose the risks you face. To provide you with a flavour we've listed examples of what we do for our customers but please note that in some situations this may only involve part of what is listed.

Initially and at Renewal - we will

- confirm the purpose of making contact with you
- answer your queries and provide insurance advice, as requested
- collate and check information required to review your risk and insurance demands & needs.

Market Search - we will

- identify insurance product features which match your demands & needs
- review relevant insurers for their pricing policy, policy terms, service standards, claims service etc.
- collate underwriting information and submit to insurers on your behalf
- monitor receipt of insurer's quotations and negotiate price, terms & conditions, as necessary.

Reporting - we will confirm

- our personal recommendation as to how you should proceed
- the price and any significant or unusual conditions or exclusions of the insurance cover
- the width of our search of the market and whether under any contractual obligation to an insurer
- the principal we are acting for in searching the market
- if we have used another intermediary to place your insurance cover
- the principal we act for when settling a claim
- any fee or charges due in the period of the policy in addition to the insurance premium.

Confirming Cover - we will

- discuss our personal recommendation and take your instruction as to how you wish to proceed
- request insurers to hold cover under your instruction and confirm to you when they have agreed
- check the policy wording issued by your insurer for accuracy in meeting your demands & needs.

Day-to-Day – we will

- carry out regular analysis of the insurance market to provide professional advice
- answer queries on the policy cover, insurance matters or proposed change to your insurance risk
- confirm mid term adjustments to your insurer under your instruction.

Claims - we will

- report claims on your behalf or ensure you have contact details for speedy reporting of a claim
- liaise with your insurer's Loss Adjuster, as necessary
- discuss and seek early resolution on any current or post-loss concerns you raise, with your insurer.

Accounting - we will

- arrange premium finance where available, if requested
- issue an invoice detailing the payment we require
- reconcile your payment, pay your insurer or obtain return premiums for you, when appropriate.

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 or premium finance facility.