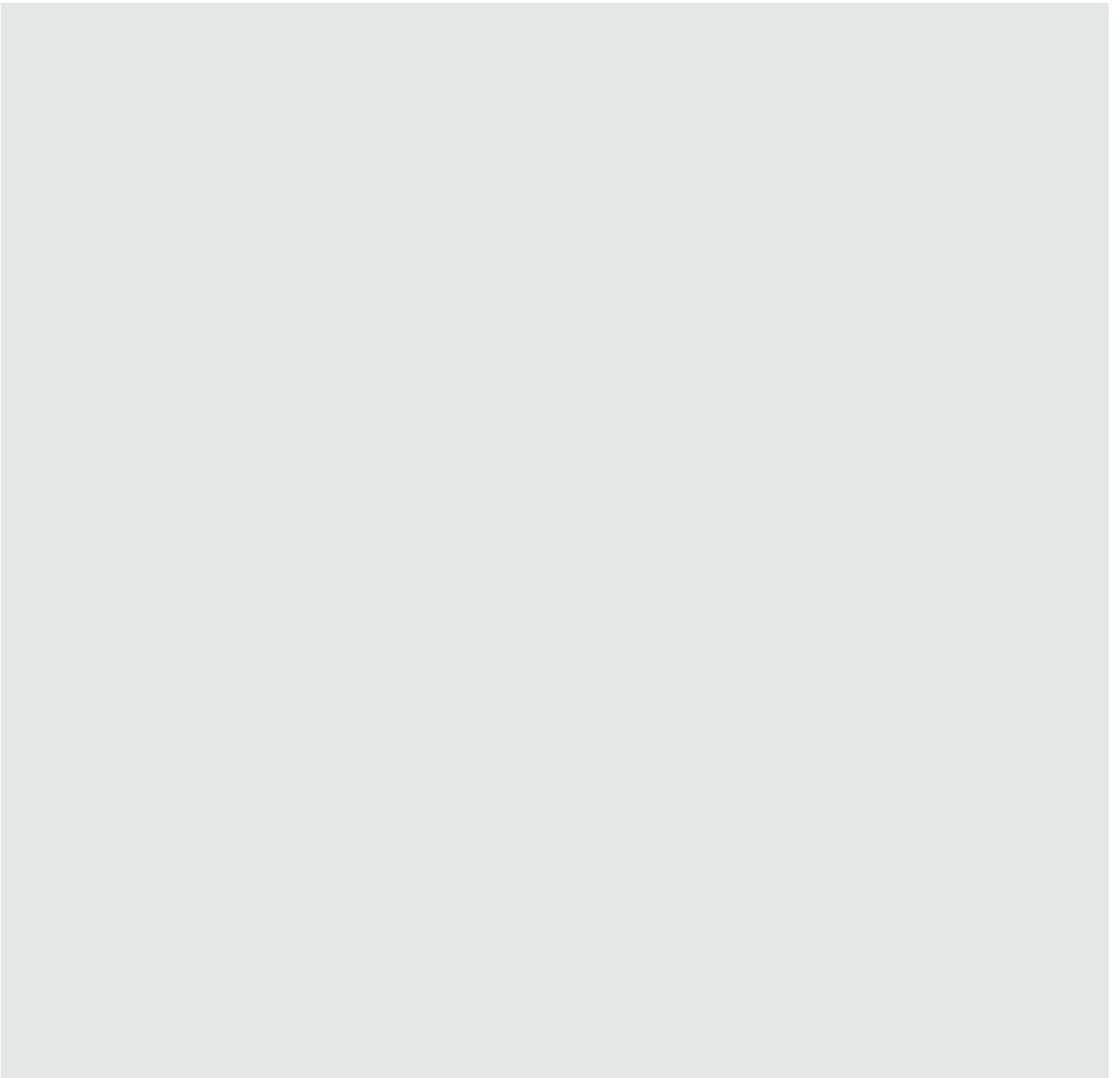




HireGuard

Policy document

Arranged by HAE Insurance Services



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Your Plant and Equipment policy

The Insured (also referred to as you, your, yours or yourselves) carrying on the Business described herein and no other for the purpose of this insurance has applied to Zurich Insurance plc (also referred to as the Company, we, us, our or ours) for the insurance contained in this Policy and has paid or agreed to pay the premium as consideration for such insurance during the period stated in the Schedule or any subsequent period stated in the Schedule for which the Company shall have accepted the premium required for renewal of this Policy.

The Company and the Insured agree that:

- this Policy the Schedule (including any Schedule issued in substitution) and any Endorsement shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears
- the liability of the Company shall in no case exceed the limits or sum insured or Amount of Benefit set out in the Schedule or contained in each Section or part thereof
- the Company will provide the insurance described in this Policy subject to the terms and conditions specified herein.

Law applicable to this contract

In the UK the law allows both you and us to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon your address stated in the Schedule. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this Policy and any Schedule and Endorsement carefully and if they do not meet your needs return them to us or your broker or insurance intermediary.

How we use personal information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to us by you may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. You should show this to anyone whose personal information may be processed to administer this Policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and we will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. We will only share personal information as described in this notice or where we are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

Policy administration

In order to administer your insurance Policy and any claims made against this Policy we may share personal information provided to us with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If we do transfer personal information including where we propose a change of underwriter we make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer this Policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments / Scottish decrees, bankruptcy registers and other public databases. This helps us assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

Claims history

When you tell us about an incident or claim we may pass information relating to it to any relevant claims related database.

We and other insurers may search relevant claims related databases when you apply for insurance, in the event of any incident or claim or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the Policy or claim.

This helps to check information provided and prevent fraudulent claims.

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- a) share information about you with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) check and share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related to other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact us if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information we hold about them. We may make a small charge for this. Individuals also have the right to ask us to correct their information if it is inaccurate.

If you want to know more about how we use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.

The cover

Owned Plant and Equipment

The insurance by this Policy is in respect of loss of or damage to **owned plant and equipment** whilst at any situation in Western Europe and whilst in transit between such situations.

Definition

Owned plant and equipment

Plant and equipment the property of the Insured comprising all types of plant and equipment or as more specifically described in the schedule.

Limit of liability

The amount of liability under this Policy shall not exceed:

- i) in respect of any one item of property insured the market value of the item at the time of the loss or damage
- ii) the sum insured stated in the schedule.

Extensions

Reinstatement

In the event of loss of or damage to the Insured Property the basis upon which the amount payable under the Policy is to be calculated shall be reasonable costs in recovering the Insured Property to a place of safe keeping, repairers premises or the place of business of the First Insured and Reinstatement of the Insured Property lost or damaged.

'Reinstatement' shall mean:

1. When the Insured Property is lost or in the opinion of the Company damaged beyond economic repair its replacement by similar property to a standard and condition equal to but not better or more extensive than its condition when new having taken into account normal trading arrangements and discounts which may be available at the time of replacement

Provided that the Property as detailed under terms 1 – 4 shall not be at the time of loss or damage more than two years old

By prior agreement with the Company the First Insured may agree settlement as above but use such settlement monies to purchase alternative equipment to that lost or damaged such agreement not to be unreasonable withheld by the Company

2. When the Insured Property is damaged, the repair of the damaged Insured Property to a condition substantially the same as that which applied immediately before the accident

3. No deduction in respect of wear and tear and/or depreciation or betterment shall be made unless the Insured Property as detailed under items 1 – 4 which is lost or in the opinion of the Company damaged beyond economic repair shall have been at the time of the loss or damage giving rise to the claim in question more than two years old.

Conditions

1. Observance of policy terms

Observance of the terms limitations and conditions of the Policy shall as far as the nature of them respectively will permit be precedent to any liability of the Company.

2. Fair presentation of the risk

a) At inception and renewal of this Policy and also whenever changes are made to it at the Insured's request the Insured must:

- i) disclose to the Company all material facts in a clear and accessible manner; and
- ii) not misrepresent any material facts.

b) If the Insured does not comply with clause a) of this condition the Company may:

- i) avoid this Policy which means that the Company will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by the Insured is proven by the Company to be deliberate or reckless in which case the Company will not return the premium paid by the Insured; and
- ii) recover from the Insured any amount the Company has already paid for any claims including costs or expenses the Company has incurred.

c) If the Insured does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this Policy may be affected in one or more of the following ways depending on what the Company would have done if the Company had known about the facts which the Insured failed to disclose or misrepresented:

- i) if the Company would not have provided the Insured with any cover the Company will have the option to:
 - 1) avoid the Policy which means that the Company will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from the Insured any amount the Company has already paid for any claims including costs or expenses the Company has incurred

- ii) if the Company would have applied different terms to the cover the Company will have the option to treat this Policy as if those different terms apply. The Company may recover any payments made by the Company on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
- iii) if the Company would have charged the Insured a higher premium for providing the cover the Company will charge the Insured the additional premium which the Insured must pay in full.
- d) Where this Policy provides cover for any person other than the Insured and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the Company will not invoke the remedies which might otherwise have been available to the Company under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the Insured.

Provided always that if the person concerned or the Insured acting on their behalf makes a careless misrepresentation of fact the Company may invoke the remedies available to the Company under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

3. Change in circumstances

The Insured must notify the Company as soon as possible during the Period of Insurance if there is any change in circumstances or to the material facts previously disclosed by the Insured to the Company or stated as material facts by the Company to the Insured which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the Company will be entitled to vary the premium and terms for the rest of the Period of Insurance. If the changes make the risk unacceptable to the Company then the Company is under no obligation to agree to make them and may no longer be able to provide the Insured with cover.

If the Insured does not notify the Company of any such change the Company may exercise one or more of the options described in clauses c) i), ii) and iii) of Condition 2 – Fair presentation of the risk but only with effect from the date of the change in circumstances or material facts.

4. Access & reasonable precautions

The Insured shall afford reasonable facilities for representatives of the Company to examine any property insured under this Policy. The Insured shall also take and cause to be taken all reasonable precautions to prevent accidents and to safeguard the property insured against loss or damage and to ensure that all statutory and other regulations relating to the property insured are observed.

5. Cancellation rights

The Company shall not be bound to invite or accept renewal of this Policy and may by fourteen days notice in writing to the Insured by recorded delivery cancel this Policy at any time. The Insured shall then be entitled to a rebate of premium for the unexpired Period of Insurance.

6. Declaration adjustment

The Insured shall provide declarations to the Company on the basis agreed. The premium stated in the schedule is a deposit and if the premium payable on the basis agreed on the declarations provided exceeds or falls short of the deposit then the Insured shall pay or the Company shall refund the difference as the case may be.

Provided the Company shall retain the amount specified in the schedule as the minimum retained premium.

7. Declaration Period

At the end of each calendar month the First Insured shall calculate their total hire receipts for the month in respect of all hires of Insured Property under the HireGuard policy and communicate the same to HAE Insurance Services with the corresponding premium as required.

In the event that there is a non compliance with the terms of Condition 7 and 8:

- a) the insurance by this Policy will be automatically suspended in respect of any party forming part of the First Insured who fails to provide a declaration and premium payment within 14 days of the agreed date
- b) the insurance by this contract will be cancelled in respect of any party forming part of the First Insured who fails to provide a declaration and premium within 28 days of the agreed date unless agreed otherwise by HAE Insurance Services and the Company.

8. Obligations of the First Insured

It is a condition that in his dealings with the Second Insured the First Insured does not:

- i) refund or agree to refund premium
- ii) back-date or agree to back-date insurance by this Policy
- iii) amend or agree to amend any of the terms conditions and limitations of this insurance.

9. Re-Hire

- a) In the case of Insured Property being hired in by the First Insured under Conditions of Contract other than the standard form of Conditions of Hire of Hire Association Europe for the purposes of re-hire, then the indemnity provided by this Policy shall be in accordance with those conditions and in no circumstances shall the liability of the Company exceed that liability notwithstanding the provisions of the Owned Plant Basis of Settlement Condition that would have been incurred had the conditions of Hire Association Europe applied
- b) In the case of Insured Property hired from the First Insured by the Second insured for re-hire, such re-hire shall be undertaken upon Conditions of Contract no less onerous than the standard form of Conditions of Hire of Hire Association Europe.

10. Company's Rights

During the currency of the insurance by this Policy the Company or their representative shall have the right without restrictions or limitations to inspect and audit any records relating hereto of the First Insured at any reasonable time and to make such copies or extracts as it may require.

11. Security Procedure

It is a condition that prior to each hire the First Insured shall carry out the following HireGuard Security Checks.

HireGuard Security Checks

Cash Hires – any **two** of the following documents one of which must contain the address of the hirer:

1. Driving licence
2. Utility bill or other document confirming name and address
3. Bank/Credit Card – Check signature
4. Warrant Card with photograph
5. Passport
6. Known person for whom the identity has already been verified

As an alternative to **one** of the above, the First Insured may;

7. telephone the hirer's employer to verify identity
8. confirm that both the identity and address of the hirer are already known to him.

Credit Account Hire – any of the following

1. Employee brings written company order – take employee name
2. Telephone order with order number – check name and position in company of person ordering
3. Known person for whom the identity has already been verified

PARTICULAR ATTENTION SHOULD BE PAID TO THE FOLLOWING ADVERSE FEATURES:

- Customer with address out of locality / paying significant distance delivery charge
- Customer unable to give telephone number or business address
- Customer taking more than one high value item
- Customer in a hurry or arriving at closing time
- Customer claiming he has just moved house or business premises
- Signature scrawled or hastily written – verification by telephone recommended
- Delivery required to Car Park or Forecourt or unmarked working site
- Unusual combination of equipment being hired.

12. Sanctions

Notwithstanding any other terms of this Policy the Company will be deemed not to provide cover nor will the Company make any payment or provide any service or benefit to the Insured or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions law or regulation.

Claims conditions

1. Other insurance

The Company shall not be liable for any loss damage or liability which at the time of the happening of such loss damage or liability is insured by or would but for the existence of this Policy be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under the policy or policies had this insurance not been effected.

2. Claims procedure

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall:

- a) give as soon as reasonably practicable notice by telephone and in writing to The Insurance Partnership Services Ltd t/a Jelf Insurance Partnership on 01482 213215 supplying such proofs of claim as may reasonably be required by the Company
- b) preserve any damaged or defective property which might prove necessary as evidence for examination by the Company's representatives
- c) in the case of property lost stolen or maliciously damaged take all practicable steps (including the giving of immediate notice to the Police) to discover any guilty person and to trace and recover the missing property

- d) in the case of any claim made upon the Insured by any third party forward to the Company immediately and unacknowledged every written communication or information as to any verbal notice of claim and all proceedings
- e) in the case of property lost or damaged as a result of riot inform the Company within seven days of any such occurrence.

3. Third party claims procedure

In the event of any claim made upon the Insured by a third party in respect of which the Company may be liable under this insurance the Insured shall not incur any expense whether by litigation or otherwise or make any payment settlement arrangement or admission of liability without the written authority of the Company. The Company shall be entitled to use the name of the Insured for all purposes in connection with this insurance including the bringing, defending, enforcing or settling any legal proceedings for the benefit of the Company.

4. Control of claims

The Company shall be entitled in the name of the Insured to take all necessary steps for enforcing any rights against any other party before or after meeting the Insured's claim and may at its discretion take over defend or settle any claim by a third party. The Company shall be given such information and assistance by the Insured as may be required.

5. Options for claims settlement

The Company may at its option repair, reinstate or replace any property lost or damaged or pay the amount of the loss or damage in money. The Company shall not be responsible for temporary repairs carried out without the consent of the Company (unless such temporary repairs are made in accordance with an Expediting Expenses clause) and any consequences thereof nor for the cost of any alterations, additions, improvements or overhauls carried out on the occasion of a repair. Where loss or damage is confined to a part of a machine or structure the Company shall be liable for only the value of that part plus the cost of any necessary dismantling and erection for which the Insured is responsible. The Insured shall not be entitled to abandon any property to the Company whether taken into possession by the Company or not.

6. Supplementary claims charges

In connection with any claim for loss or damage the Insured is entitled to recover supplementary charges such as custom dues packing freight profit and the like only if and so far as such charges have been provided for in the sum insured.

7. Fraudulent claims

If the Insured or anyone acting on the Insured's behalf:

- a) makes a fraudulent or exaggerated claim under this Policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this Policy for loss or damage which the Insured or anyone acting on the Insured's behalf or in connivance with the Insured deliberately caused; or
- e) realises after submitting what the Insured reasonably believed was a genuine claim under this Policy and then fails to tell the Company that the Insured has not suffered any loss or damage; or
- f) suppresses information which the Insured knows would otherwise enable the Company to refuse to pay a claim under this Policy

the Company will be entitled to refuse to pay the whole of the claim and recover any sums that the Company has already paid in respect of the claim.

The Company may also notify the Insured that the Company will be treating this Policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the Company terminates this Policy under this condition the Insured will have no cover under this Policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of the Insured this condition should be read as if it applies only to that insured person's claim and references to this Policy should be read as if they were references to the cover effected for that person alone and not to the Policy as a whole.

8. Arbitration rights

If the Company admits liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the Insured and the Company in accordance with the law at the time. The Insured may not take any legal action against the Company over the dispute before the arbitrator has reached a decision.

9. Restricted life (applicable to Insured Property Item 3 only)

In the event of loss of or damage to any cathode ray or x-ray tube or valve forming part of the Insured Property deterioration of such tube or valve through normal use prior to the loss or damage shall be taken into account and the loss settled in proportion to the estimated remaining life of such item.

This condition does not apply where:

- a) the loss or damage is due to fire, lightning, aircraft, explosion, impact, water damage, theft or attempted theft, riot or malicious damage
- b) prior agreement has been obtained from the Company and if required an additional premium paid by the Insured.

Exclusions

The Company shall not be liable under this Policy in respect of:

1. Breakdown

Loss of or damage to any item of plant and equipment caused by its own breakdown or explosion but not loss or damage by any ensuing cause otherwise indemnifiable under this Policy.

2. Attachments

Loss of or damage to cutting edges (other than diamond cutting systems) tools trailing cables or flexible pipes other than:

- a) when such loss or damage results during operation of the complete item of Insured Property
- b) when such loss or damage results from the total loss of the complete item or items of Insured Property
- c) when such attachment is a separate item specified on a contract of hire
- d) when a standard part of the equipment package supplied and cannot in normal circumstances be omitted from such equipment package.

3. Materials treated

Loss or damage caused by or arising out of materials treated by the insured plant and equipment or by foreign bodies entering the plant and equipment with such materials.

4. Excess

The amount stated in the schedule as the excess in respect of the cost of each and every occurrence for which the Insured is indemnified by this Policy.

5. Inventory losses

Loss of the property insured by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the property insured due to its being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been the subject of notification under the terms of the claims procedure condition including reporting the matter to the Police.

6. Routine maintenance

Loss or damage arising from failure to clean and conduct routine maintenance of the Insured Property.

Provided that this exclusion shall not apply to the First Insured described in the schedule where such failure is the responsibility of the Second Insured under the terms of hire contract or where the First Insured has failed to provide adequate instruction to the Second Insured.

7. Own Premises

Loss of or damage to any item of Insured Property whilst on the First Insured's own premises unless the subject of a contract of hire or arising from any process of repair or restoration in connection with a claim which has been accepted by the Company.

8. Unattended vehicles

Loss of or damage to any item of Insured Property whilst in a motor vehicle unless:

- a) the doors of the vehicle are locked when unattended
- b) all windows and other openings are fully closed and properly fastened when unattended save only to provide ventilation for any animals in such vehicle and in such circumstances the Insured Property shall be concealed from view wherever possible
- c) property is securely mounted in or fixed to the vehicle or kept in a suitable container whilst in transit or where left unattended.

9. Off hire

Loss of any property insured which is not collected within 5 days (excluding Sundays and Bank Holidays) of that item being 'off hired' and for which a valid 'off hire' reference has been supplied by the First Insured.

10. Other specific insurance

Loss of or damage to any item of Insured Property in the custody or control of the First Insured's representative where such representative has arranged more specific insurance elsewhere.

11. Derangement

Loss of or damage to any item of Insured Property by its own derangement.

This Exclusion shall not apply to any other Insured Property which is subsequently damaged as a result of such derangement.

12. Defective erection and dismantlement

Loss or damage caused by defective erection use or dismantlement by the First Insured in any contract of hire in respect of any staging, flooring, marquees, tents or any temporary structures.

This Exclusion shall not apply to any other Insured Property which is subsequently damaged as a result of defective erection use or dismantlement by the First Insured.

13. Brittle items

Loss of or damage to tableware, cutlery, glass, china and other similar brittle items unless such loss or damage results in the loss or damage of the consignment during the following operations:

- a) packaged pending loading
- b) loading and unloading
- c) positioning.

14. Motor vehicles

Loss of or damage to any mechanically propelled vehicle other than any such vehicle not more specifically insured and which is:

- a) not licensed for road use and used in circumstances which do not require insurance or security under any Road Traffic Act legislation or
- b) designed or adapted primarily for use as a tool of trade.

15. Multiple lifts

Loss or damage arising out of any raising or lowering operations in which a single load is shared between items of lifting and handling plant unless such operations are carried out in accordance with British Standard Code of Practice for the safe use of cranes – BS7121

16. Waterborne or airborne risks

Loss of or damage to any airborne or waterborne vessel or craft, marine rig or platform however this Exclusion shall not apply to Insured Property whilst situated on any airborne or waterborne vessel or craft, marine rig or platform.

17. Wear and tear

The cost of rectification or making good of wear and tear, gradual deterioration due to atmospheric conditions or otherwise rust, corrosion or oxidation or scratching of painted or polished surfaces.

18. Wilful act

Loss or damage caused by the wilful act or wilful neglect of the Insured.

19. Pollution

Loss or damage caused by pollution or contamination other than loss of or damage to the property insured caused by pollution or contamination.

20. Consequential loss

Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or consequential loss or damage not specifically provided for herein.

21. Sonic waves

Loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

22. Nuclear risks

Loss of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

Definitions

For the purposes of this exclusion:

'nuclear installation' shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel

'nuclear reactor' shall mean any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

23. Terrorism

Loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

1. any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - i) involves violence against one or more persons; or
 - ii) involves damage to property; or
 - iii) endangers life other than that of the person committing the action; or
 - iv) creates a risk to health or safety of the public or a section of the public; or
 - v) is designed to interfere with or to disrupt an electronic system
2. any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in (1) above.

In any action or suit or other proceedings where the Company alleges that by reason of this general exclusion cover is not provided under this Policy, the burden of proving that cover is provided under this Policy shall be upon the Insured.

24. Northern Ireland

Insofar as this Policy covers riot and civil commotion the Company shall not be liable under this Policy in respect of loss or damage or consequential loss occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion in Northern Ireland.

25. War

Any consequence whether direct or indirect of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, commandeering, nationalisation or requisition or destruction of or damage to property by or under the order of any Government Public Municipal or Local Authority.

26. Date related performance and functionality

- a) Loss or damage.
- b) Consequential loss additional expenditure or extra expenses.
- c) Legal liability.
- d) Other fees costs disbursements awards or other expenses of whatsoever nature.

Directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- 1) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- 2) any **data processing system** responding to or dealing in any way with
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is the property of the Insured or not and whether operating before during or after the Year 2000

but this shall not exclude subsequent loss or damage or consequential loss additional expenditure or extra expenses (not otherwise excluded) which itself results from a **defined peril** otherwise covered by this Policy.

Definitions

For the purposes of this exclusion:

Data processing system shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Defined peril shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe impact by any vehicle or by goods falling therefrom or animal.

Additional clauses – applicable only if stated in schedule

001 Long term undertaking

In consideration of the discount being allowed off the premium(s) on this Policy the Insured undertakes with effect from the commencement date to offer annually to the Company for the specified period the insurance under this Policy on the terms and conditions in force at the expiry of each Period of Insurance, it being understood that:

- a) the Company shall be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- b) the Company may adjust the premium to take into account changes in sum insured or scope of cover

The above undertaking applies to any policy (or policies) which may be issued by the Company in substitution for this Policy and the same discount shall be allowed off the premiums on any substituted policy (or policies) issued by the Company.

Payment of the first or renewal premium due at the commencement date with the benefit of the appropriate discount shall be deemed acceptance by the Insured of this undertaking.

The discount, commencement date and specified period are as specified in the schedule or endorsed hereon.

002 Fire perils at premises exclusion

The Company shall not be liable in respect of loss or damage by or in consequence of fire, lightning, explosion, aircraft or other aerial devices and/or articles dropped therefrom at any premises owned or occupied by the Insured.

003 Average

If the property insured by this Policy shall at the time of any loss or damage be of greater value than the sum insured for this Policy then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss or damage accordingly.

For the avoidance of doubt solely in respect of the application of average to any item under this policy clause c) iii) of Condition 2 – Fair presentation of the risk will not apply.

004 Hiring-out only

The terms upon which this insurance is arranged assume that the plant and equipment insured is used only for the purpose of hiring out by the insured and the Insurance by this Policy shall apply only to plant and equipment which is used for that purpose.

005 Recovery costs

The insurance by this Policy is extended to cover the costs necessarily and reasonably incurred by the Insured to recover any item of insured plant and equipment which has become accidentally immobilised during normal operation.

Provided that:

- a) such costs do not exceed the sum that would have otherwise been payable under the terms of this Policy had such costs not been incurred
- b) the Company shall not be liable in respect of the cost of rectifying electrical or mechanical breakdown or derangement in order to effect recovery of insured plant and equipment.

006 Abandonment exclusion

The Company shall not be liable for loss due to the abandonment of the property insured.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you do not feel we have delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint you may be able to ask the Financial Ombudsman Service to review your case. You will need to contact them within 6 months of the date of our decision.

The ombudsman can help with most complaints if you are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual turnover of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If you are unsure whether the ombudsman will consider your complaint or for more information please contact the ombudsman directly, or visit www.financial-ombudsman.org.uk

The service they provide is free and impartial. They can be contacted as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567
(free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Administered by HAE Insurance Services

HAE Insurance Services and EHA Insurance Services are trading names of Jelf Insurance Brokers Ltd (Reg No. 0837227) which is part of Jelf Group plc (Reg No. 2975376) and is authorised and regulated by the Financial Conduct Authority (FCA). Registered address: Hillside Court, Bowling Hill, Chipping Sodbury, Bristol BS37 6JX (Registered in England and Wales). Not all products and services offered are regulated by the FCA.

Underwritten by Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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Combined Consumer and Commercial Terms of Business

The purpose of this document is to set out the professional relationship and the services Jelf Insurance Brokers Limited (registered office: 1 Tower Place West, Tower Place, London, EC3R 5BU and company number: 00837227) will provide to you. This is our standard client agreement upon which we intend to rely (**'Terms of Business'**). For your own benefit and protection you should read the terms carefully **and in particular, we would like to draw your attention to sections 7 ('Client money'), 13 ('Information and changes we need to know about'), 19 ('Limit of liability') and 21 ('Written agreement')**. If there are any terms which you do not understand, please ask us for further information.

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

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

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

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

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

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

1. **Our services**

- 1.1. We are an insurance intermediary and risk consultant, and will act on your behalf in arranging your insurance requirements. However, in certain circumstances we may act for or owe a duty of care to other parties such as insurers. We will inform you when these circumstances occur so you will be aware of any possible conflict.
- 1.2. Insurance policies taken out, amended or renewed through our **online/remote service** (i.e. without speaking to one of our advisors) will be on a **non-advised basis**. This means information will be provided in order for you to make an informed decision about any insurance transactions undertaken by you. You should therefore ensure such transactions are suitable for your needs.
- 1.3. If you speak to one of our advisors about taking out, amending or renewing your policy, then you are likely to do so on an **advised basis**. This will include the provision of advice and recommendations where appropriate, in order to ensure insurance discussed is suitable for your needs.
- 1.4. We offer a wide range of products and our services may include:
 - advising on and recommending insurance cover following an assessment of your demands and needs;
 - negotiating terms on your behalf with insurers;
 - providing you with sufficient information so you can make an informed decision as to which policy you want;
 - making arrangements with the insurer for your policy to start; and
 - helping you with any on-going changes you have to make and providing assistance should you need to make a claim.
- 1.5. Depending on the type of cover you require, we will either:
 - look at a **range of insurers** that is representative of the insurance market; or
 - select from a **limited panel** of insurers; or
 - offer you a contract from a **single insurer**.
- 1.6. We will confirm which one of these applies before we arrange your insurance contract. A list of the insurers considered will be available on request.

- 1.7. Any information we provide on insurance regulatory and tax issues will be based on information available publicly and our experience from working on similar matters for other clients. We are not qualified to provide, and will not provide, legal, accounting, regulatory or tax advice. We recommend that you obtain your own advice on such matters from relevant professional advisers.
- 1.8. As part of our negotiations with insurers on your behalf, we may on occasion be able to obtain more favourable terms and conditions for your placement by providing insurers with certain types of information. Where we believe your interests would be advanced by doing so, you authorise us to do the following:
- at the outset of the negotiations, to provide insurers with the terms of the expiring policy, including pricing, and/or a pricing objective for your placement;
 - during negotiations, to provide one or more insurers with the terms of a quote received from another insurer, where in our judgment doing so may lead to improved terms for you; and
 - at the end of negotiations, to provide one or more insurers with an opportunity to submit an improved quote after all other quotes have been received.
- 1.9. We will be entitled to provide the services ourselves or, where appropriate, through one or more of our affiliates or subcontractors.

2. **How we are paid**

- 2.1. In most cases we are paid by commission from the insurer but in some circumstances, we may charge you a fee instead of commission or a combination of both. We may also receive an additional 'UK brokerage' commission on certain policy placements, which will be retained by Marsh Commercial – any arrangements we have with you for the rebating of commission will not apply to this fixed brokerage.
- 2.2. We receive payments from insurers for providing consulting, data analytics and other services. These services are designed to:
- improve the range of products we can offer to our clients;
 - help insurers to identify new opportunities; and
 - make insurers more efficient.
- 2.3. The scope and nature of these services vary. A list of insurers who pay us for consulting services is available at <https://www.marshcommercial.co.uk/info/transparency>.
- 2.4. In addition to commission payments and/or client fees, we may also receive remuneration for certain consultancy, administrative and other services provided to insurers (e.g. risk management services or claims preparation) or income derived from the arrangement of finance (see section 4 – Premium financing) or other services with third party suppliers.
- 2.5. We will also make individual client administration charges per policy (up to a maximum of 3 policies, per policy period) to cover the costs associated with administering your insurances – e.g. arranging a new policy, carrying out short-period or mid-term cancellations, mid-term changes, providing replacement or duplicate documents and for other administrative tasks.. We will advise you of the amount of fee before you become liable to paying it. Individual charges will not be made in relation to employee benefit-related products.
- 2.6. If you make a change, or cancel your policy mid-term which results in a return of premium, we will retain any commission and/or fee amount to cover our administration and advisory costs. This amount will be specified to you during the transaction process.
- 2.7. If you would like details of how much commission we earn for arranging your policy, please let us know. If you have any questions, issues or concerns regarding how we are paid, then please contact a member of your Marsh Commercial service team. Alternatively, you may send an email to: commission.disclosure@marshcommercial.co.uk

3. **Premiums**

- 3.1. You must settle the premium(s) due in cleared funds in accordance with the amounts and payment dates specified in our correspondence with you. Failure to meet the payment dates may lead to insurers cancelling your policy, thus leaving you without insurance cover. Please note that where insurers have specified that the premium must be settled by a certain date (i.e. 'premium payment warranty'), failure to comply can result in the automatic termination of your insurance contract.
- 3.2. Premiums can be settled direct with the insurer or in many cases can be paid by premium finance (see section 4 – Premium financing) or paid to us (see section 7 – Client money).
- 3.3. Please also note that your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

4. **Premium financing**

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

credit reference agency will add details of the search and the application to their record about you whether or not the application proceeds. Further details will be provided when an application for finance is made. Insurers' own credit facilities may also be available if appropriate.

5. **Awareness of policy terms & conditions**

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

6. **Claims service**

6.1. As part of our service, whilst we are your appointed broker, we will help you submit a claim on your policy to your insurer but it remains your responsibility to have read, understood or queried all documentation upon receipt. We may also provide a claims handling service but should we do so, we reserve the right to charge a reasonable fee for our services. In the event that we no longer act as your appointed broker, we may provide (at your request) a claims handling service or if we are already providing one, continue to provide a claims handling service but in each case, subject to payment of a reasonable fee.

6.2. All incidents that could possibly give rise to a claim must be notified to us or your insurer in accordance with the terms of your policy and a claim form completed where required. If you are unsure whether a matter constitutes a claim or not, please contact us and we will advise you. A delay in notifying a claim and/or completing required forms will risk a loss where you/the policyholder may suffer not being paid in part or in full. You should not, however, admit liability or agree a course of action, other than emergency measures carried out to minimise the loss, until you have agreement from your insurer.

7. **Client money**

7.1. If we hold money on a client's behalf, it will be held in a trust fund that is separate from our own cash assets. These separate trust fund arrangements are commonly known as "client money". If we were ever unable to pay our debts, then those to whom we owe money (our creditors) should not be able to make claims on our client money in the separate trust funds as it does not form part of our own cash assets.

7.2. The trust arrangement we use for client money is known as a non-statutory trust. Here, we may use premiums and claims monies we receive to cross-fund clients' premiums and claims; for example we may pay a premium on to an insurer before we have received it from the client if we believe it is in the best interests of that client.

7.3. We have agreements with some insurers (known as "risk transfer agreements"). Under these risk transfer agreements the insurers agree that they are responsible to you for any premium that you have already paid to us and that they remain responsible for any premium refunds or claims payments until the premium refund or claim payment is received by you. In this case we may hold client money due to or from the insurers in the same trust fund.

7.4. Where we do not have risk transfer agreements in place with insurers the client money we hold will still be protected within the non-statutory trust but will be known as "non risk transfer" client money. Non risk transfer clients have priority over insurers to the money in the trust fund as insurers granting risk transfer have agreed to subordinate their interests in the trust to those of Marsh Commercial's non risk transfer clients.

7.5. We do not use client money to pay ourselves commission before we receive your premium.

7.6. When we hold client money on trust for you this gives rise to fiduciary duties upon us that will not be discharged until the client money is deemed to have reached the insurer or product provider (as detailed above, this is when we receive premium in the case of risk transfer agreements).

7.7. Without affecting our fiduciary duties to you, in some cases we may:

- hold client money in accounts which are outside of the United Kingdom and which may be subject to different legal and regulatory conditions and may treat money differently in the event of a bank failing. If you are a consumer (a person who buys products or services for personal use and not for business purposes) you can ask us not to put your client money in an account in a particular country.
- pass client money to another intermediary, including ones outside of the United Kingdom where different legal and regulatory conditions apply and where money may be treated differently in the event of an intermediary failing. If you are a consumer, you can ask us not to pass your money to an intermediary outside of the United Kingdom or in a particular country.
- arrange to hold certain investments with a value at least equal to the money that would otherwise have been paid into a separate client account. If we do this, we will be responsible for meeting any shortfall in the client money funds if the shortfall is due to a reduction in the market value of those investments.

7.8. If, in the process of handling client money, we earn interest or benefit from investment income or from foreign exchange rate movements, we will keep any such amounts.

8. **Cancellation rights**

- 8.1. If you are a customer classified as a “consumer” (i.e. where you are acting for purposes outside of your trade, business or profession), you have the right to cancel your policy within 14 days of receiving your policy documentation. If you decide to cancel your insurance contract within this timeframe and you have not made a claim on the policy, you may be entitled to receive a refund of any premium paid less any reasonable costs incurred by the insurer in providing the cover. The terms of your policy may allow insurers to retain the premium in full or to charge short period premiums in the event of cancellation before the policy expires – please check your policy documentation for further information or ask us for clarification. Please note our commission and, where appropriate, 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.
- 8.2. If you are a commercial client your insurance contract may include a cancellation clause and you may have the right to cancel your policy. If you decide to cancel your insurance contract within any stipulated timeframe and you have not made a claim on the policy, you may be entitled to receive a refund of any premium paid, less any reasonable costs incurred by the insurer in providing the cover. The terms of your policy may allow insurers to retain the premium in full or to charge short period premiums in the event of cancellation before the policy expires – please check your policy documentation for further information or ask a member of staff for clarification. Please note our commission and, where appropriate, fees are fully earned from the date insurance cover commences and will not be refundable in the event of cancellation, avoidance or early termination of a policy.

9. **Complaints**

- 9.1. We are committed to providing our customers with a high standard of service but things can go wrong in any business. If for any reason we have not met your expectations please let us know by informing your usual contact or you can contact our complaints department on 0117 240 2000 or write to us at Complaints Department, Marsh Commercial, Castlemead, Lower Castle Street, Bristol, BS1 3AG.
- 9.2. Should you remain dissatisfied with the way we resolve a complaint, you may have the right to refer to the Financial Ombudsman Service, free of charge. Their address is:

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

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

10. **Compensation**

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

11. **Insurers**

- 11.1. It is our normal practice to assess on a regular basis the financial strength of the financial institutions that we introduce to our clients. This process involves monitoring the financial ratings applied by independent rating agencies such as Standard & Poor’s and Moody’s along with other publicly available information.
- 11.2. The ratings applied to each firm are a reflection of the agencies’ views on the medium to long-term ability of each firm to meet its obligations to its policyholders. Where an insurer achieves or exceeds our minimum requirements we place it on our acceptable list. It should be noted that whilst we take every care to promote only the strongest institutions, we are unable to guarantee the financial strength of any insurance company.

12. **Quotations**

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

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

13.1. Your Obligations:

If you are a consumer insured (i.e. a person taking out insurance for purposes wholly or mainly unrelated to your business, trade, or profession), and the insurance policy is governed by English law, then you must:

- Take reasonable care to provide complete, accurate, and honest answers to the questions we and your insurers ask, and not to make a misrepresentation, when you take out, make changes to, and renew your policy.
- You should note that if on renewal of your policy you do not meet your insurer’s request to confirm or change details you have previously given, this may amount to a misrepresentation.
- Please also tell us if there are any changes to the information set out in the Statement of Fact, Certificate of Insurance (if applicable), or on your Schedule.
- If any of the information provided by you changes after you purchase or renew your policy and during the period of your policy please provide us with details.

13.2. **Failure to Disclose:**

If any of the information provided by you is not complete and accurate:

- **your insurer may cancel your policy and treat it as if it never existed, or**

- **your insurer may refuse to pay any claim, or**
- **your insurer may not pay any claim in full, or**
- **your insurer may revise the premium and/or change the compulsory excess, or**
- **the extent of the cover may be affected.**

- 13.3. Insurers recommend you keep a record (including copies of letters) of all information provided to them or us for your future reference.
- 13.4. The above duties arise before the policy is placed, when it is varied or extended and when it is renewed. The duties may also arise during the policy period if the policy contains a condition which requires you to advise your insurer of a specific increase or alteration in risk. If you are not sure whether your insurer needs particular information, we recommend that you provide it to them anyway.
- 13.5. If you are a commercial client you have a duty under the Insurance Act 2015 to make a “fair presentation of the risk” to your insurers. This duty requires you to disclose all ‘material’ information, facts and circumstances; to do so in a manner which is ‘reasonably clear and accessible’, and not to make any misrepresentations. This duty applies before you take out your policy, when you renew it, when you vary or extend it, and also during the life of the policy, if it contains a particular clause stating that any change in facts or circumstances must be advised to your insurer.
- 13.6. A ‘material’ fact is one which would influence the judgement of a prudent insurer in determining whether to take on the risk and, if so, on what terms. It includes (but is not limited to) any particular concerns which led you to seek insurance cover, any special or unusual facts relating to the risk, and anything which people involved with this type of insurance and your type of business would generally understand as being something which should be included in a fair presentation of the risk.
- 13.7. This duty requires you to disclose all material facts which are known by your ‘senior management’ (i.e. the individuals in your business who play significant roles in the making of decisions about how your business’ activities are to be managed or organised) and by the individuals who are responsible for arranging your insurance (including your individual brokers). It also requires you to carry out a ‘reasonable search’ for material information that you ought to know and which is reasonably available to you. You should therefore make appropriate enquiries for material information throughout your business (including divisions and departments), and outside your business (such as enquiries of your agents and of anyone who will be covered by the insurance).
- 13.8. When providing information, completing a proposal form or otherwise confirming any information to your insurer, you should take care to ensure that the details provided are complete and accurate; and that all material statements of fact are substantially correct and not misleading, and that any representation you make which is a matter of expectation or belief (e.g. an estimate or forecast) is provided in good faith.
- 13.9. **Failure to comply with your duty of fair presentation could prejudice your right to recover in the event of a claim or enable insurers to apply additional terms to your policy from the date it started, or even to “avoid” your policy (i.e. cancel it from the start, without refund of premium) and treat as if it never existed.**
- 13.10. This is only a summary of your duty to disclose material information. For further guidance, please read the document entitled “The duty of disclosure and fair presentation” and if you have any questions please speak to your usual Marsh Commercial contact.
14. **Transferred business**
Where we are appointed to service insurance policies, other than at their inception or renewal, and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not provided by us. Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.
15. **Data Protection**
- 15.1. The parties both warrant that they will observe the provisions of the applicable UK law (including the Data Protection Act 2018), EU law (including the General Data Protection Regulation (Regulation (EU) 2016/679)), and any other data protection laws, applicable to any services provided under or in connection with these Terms of Business.
- 15.2. To provide our services, we will collect and use information about individuals such as their name and contact details, as well as special categories of personal data (e.g. health information) and information about criminal convictions and offences. The purposes for which we use personal data may include arranging insurance cover, handling claims, for crime prevention and detection and for marketing. More information about our use of personal data is provided in the Marsh Commercial Privacy Notice available at www.marshcommercial.co.uk/info/privacy/. You can also request a copy of the Marsh Commercial Privacy Notice by contacting dataprotection@marsh.com. We recommend that you review this notice.
- 15.3. Providing the services may involve the disclosure of personal data to third parties such as insurers, reinsurers, loss adjusters, premium finance providers, sub-contractors, our affiliates and to certain regulatory bodies who may require your information themselves for the purposes described in the Marsh Commercial Privacy Notice.

- 15.4. Depending on the circumstances, the use of personal data described in this notice may involve a transfer of data to countries outside the UK and the European Economic Area that have less robust data protection laws. Any such transfer will be done with appropriate safeguards in place.
- 15.5. We will maintain data security procedures designed to protect against loss or compromise of personal data.
- 15.6. **Use of personal data based on consent: in some circumstances, we may need to collect and use special categories of personal data. Where, your consent to our use of this information is necessary for us to provide you with the relevant services, this consent may be withdrawn at any time, but if it is we may be unable to continue to provide our services and this may mean that we are unable to process an enquiry or claim or that the applicable insurance cover will stop.**
- 15.7. **Where you are providing us with information about a person other than yourself, you agree to notify them of our use of their personal data and, where necessary obtain their consent to our use of certain special categories of personal data. You agree that our provision of the services to you is conditional on you providing such notices and obtaining such consents. Where the consent of such third party is required, they may withdraw any such consent at any time but if consent is withdrawn then we may be unable to continue to provide services to them (and possibly you), and this may mean that we are unable to process enquiries or claims or that the relevant insurance cover will stop.**
- 15.8. Where you have consented or we are otherwise legally permitted to do so, from time to time we may send you information about products or services offered by Marsh Commercial and/or our affiliates either by post, telephone or e-mail and if the product or service is offered by one of our affiliates, we may pass your contact details to them so they can contact you directly.

If you would not like us, or any of our affiliates, to send you this type of information, please advise your usual contact or you can write to the Data Protection Officer at dataprotection@marsh.com or 1 Tower Place West, Tower Place, London, EC3R 5BU.

16. **Confidentiality**

- 16.1. We will keep your information confidential. However, in the normal course of business and in acting on your behalf we may disclose your information to our employees, agents, outsourcers, premium finance providers, affiliates or sub-contractors or to insurers and their agents. We may also have to disclose your information pursuant to legal or regulatory requirements including, but not limited to, requests meeting the requirements under the Third Parties (Rights Against Insurers) Act 2010. Any disclosure to any other third party will only be made with your prior written consent.
- 16.2. We will be entitled to use information in relation to your insurance, on a de-identified and/or aggregate basis, when dealing with insurers on other risks on behalf of policyholders other than yourself.
- 16.3. We may:
- provide databases to insurers which may include confidential information relating to your insurance; and
 - include, on a de-identified and/or aggregate basis, information relating to your insurance programme and risk management in benchmarking, modelling, and other analytics offerings.
- 16.4. More information regarding the databases, benchmarking, modelling and analytics referenced in section 16.3 is available at: <https://www.marshcommercial.co.uk/info/transparency>.
- 16.5. This confidentiality commitment to you does not apply to information lawfully in our possession or in the public domain

17. **Renewals**

The information you have previously provided to us is what your insurance cover has been based on. Renewals are invited on the basis that there have been no changes in the risk or item being insured, other than those specifically notified to us or your insurers (see section 17 - Information and changes we need to know about). It is very important that you check this carefully and confirm it remains accurate and complete. You should contact us immediately if the information is incorrect or if your circumstances have changed so we can update your details. **Failure to notify us or your insurer of any incorrect information or change in circumstances may lead to your policy being cancelled or your claim rejected or not fully paid.**

18. **Work product**

We disclaim all responsibility for any consequence whatsoever should a third party rely upon any report, letter, information or advice we provide to you without our prior written consent that such third party may do so.

19. **Limit of liability**

Marsh Commercial's aggregate liability and the liability of Marsh Commercial to you, on any basis (including for example for breach of contract or negligence), arising out of or in connection with these Terms of Business shall be limited in total: (i) for insurance broking services to the amount of £10,000,000; and (ii) for consulting services to the greater of £500,000 or ten times the total compensation paid to Marsh Commercial for providing consulting services. Marsh Commercial shall not be liable to you in any circumstances for any special, indirect or consequential loss. These provisions shall not apply to (i) any liability which cannot lawfully be excluded or limited; and (ii) any client defined as a consumer (i.e. a person acting for purposes outside their trade, business or profession)

20. **Termination of these Terms of Business**

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

21. **Written agreement**

We intend to rely upon the written terms set out in these Terms of Business. If you require any changes to reflect any previous written or oral representations given or made by Marsh Commercial or any of its representatives, please make sure you ask for these to be put in writing.

22. **Variation & amendments**

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

23. **Assignment and transfer**

We may at any time assign or transfer or deal in any manner with part or all of our rights or obligations under these Terms of Business and may subcontract or delegate our obligations under these Terms of Business to any of our affiliates, without detriment to you. If you object to such assignment, transfer or dealing, you may end this contract at any time by giving 14 days' notice in writing under section 20.

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

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

25. **Money Laundering Regulations and Proceeds of Crime Act**

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

26. **Anti-bribery and corruption**

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

27. **Economic or Trade Sanctions**

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

28. **Law & Jurisdiction**

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