

First Insurance Solutions

Expertise And Exceptional Value

Ducting/ Ventilation & Kitchen Cleaning Specialists Insurance

Confirmation of Cover

Designed exclusively for

Pro-Duct Clean Limited

Prepared by

Ollie Newport

Direct Dial: 01634 661404

E-mail: onewport@firstins.co.uk



Your Demands and Needs

Please ensure that you read this and other documentation provided carefully

It is our understanding that you wish to arrange Combined Liability insurance for your business as a Kitchen Extraction and Supply Air Cleaning Contractor including Deep Cleaning, Fire Damper Testing and Cleaning.

Based on the information obtained, your requirements were to provide insurance cover for:

- Insurance cover tailored to suit your needs as identified.
- A cost efficient solution to your needs.
- Insurance to meet relevant statutory legal requirements.
- An effective claims service.
- Insurance cover(s) in accordance with the enclosed Quotation/s/Summary.
- Indemnity in respect of your legal liability to employees in the event of them being injured during the course of their employment (i.e. employer's liability insurance).
- Indemnity in respect of your legal liability to third parties for bodily injury or property damage arising from your business activities (i.e. public/products liability insurance).

In this instance we would recommend the specialist policy underwritten by Aspen Insurance UK Ltd & AXIS Specialty Europe SE which is tailor made to meet the needs of your business.

This recommendation, in our opinion, meets those Demands and Needs.

We are independent insurance brokers and we are able to choose from a range of different insurance companies from across the wider market place. For certain industry sectors we offer bespoke policies, tailor-made to meet the specific needs to those industries.

Requirements we have not met

In addition to any exclusions, conditions or warranties set out in your policy, we also identified that we were unable to provide you with the following: None

Unless stated otherwise, cover is not provided for any Cyber Risk or Liability. This would require a specialist policy.

If you require this cover, please click the following link or speak to your advisor. www.complete-response.co.uk/cyber

First Insurance Solutions House, Centre 3000,
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Email: info@firstins.co.uk
Web Site: www.firstins.co.uk

First Insurance Solutions Limited
Registered in England under registration number 07102852



Authorised and regulated by the Financial Conduct Authority (FCA) under reference 522668 Telephone may be recorder for quality assurance Terms of Business overleaf

Significant or unusual exclusions and limitations

It is important for you to understand the exclusions and limits that apply to the insurance policy covers. Please read through the accompanying documents carefully and contact us immediately if for any reason you are not able to accept or comply with the terms and conditions of the policy, if anything is unsuitable for your requirements or if you require a higher level of cover, so that we can take the necessary action as soon as possible.

In Conclusion

The reasons we have recommended this contract is:

- It provides the closest match to your requirements under the prevailing circumstances and is therefore suitable in meeting your Demands and Needs
- It provides a good and fair balance between price and security/reputation of the insurer, whilst meeting your needs for cover.

The quotation document sets out the basis of our recommendation based upon our understanding of your requirements. Please read all terms and conditions to ensure they meet your requirements and pay particular attention to the significant and unusual exclusions and limitations.

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Combined Liability

Period of Cover: 3rd March 2022 - 2nd March 2023

The Insured: Pro-Duct Clean Limited

Main Premises: The Gattinetts
Hadleigh Road
East Bergholt
CO7 6QT

The Business of the Insured: Duct & Kitchen Cleaning Specialists

Limits of Indemnity

Employers Liability £ 10,000,000

Any one claim or series of claims arising out of one occurrence including costs & expenses

Legal Liability for death, bodily injury, illness or disease sustained by an employee caused during the period of insurance arising out of and in the course of the business.

Public Liability £ 10,000,000

Any one occurrence or series of occurrences arising out of one cause

Legal Liability for bodily injury to third parties or loss of or damage to their property happening in connection with the business or caused by products supplied.

Products Liability £ 10,000,000

In the aggregate during the Period of Insurance

Legal Liability for bodily injury to third parties or loss of or damage to their property happening in connection with the business or caused by products supplied.

Extensions in Cover

- Includes cover for the actions of Bona Fide Sub Contractors
- Includes cover for the actions of Labour Only Sub Contractors
- Includes cover for working at heights – 15 Metre Height Limit

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Financial Estimates

Premium Basis

The policy is arranged on a declaration basis, and therefore the premium for liability insurance is adjustable at the end of the policy period. This is a market standard, which protects you, should your estimates for wage roll and turnover be exceeded during the course of the year. The policy will continue to provide indemnity, and at the end of the period, insurers will request a declaration of the actual turnover achieved, and wage roll expenditure. They reserve the right to charge you the additional premium attributable.

Description of Activities	Wageroll
Clerical/Managerial Wageroll	£ 240,000
Manual Work Away Wageroll including Labour Onlys	£ 450,000
Estimated Payments to Bona-Fide Subcontractors	£ 100,000
Estimated Annual Turnover	£ 1,600,000

The insurance is arranged on a '**Minimum and Deposit**' basis; therefore, if the policy is cancelled during the period, you will not be entitled to a refund of the premium paid. Furthermore, if 12 months on, the actual turnover achieved, and wage roll expenditure, are less than the estimates upon which the premium was originally calculated, insurers will not refund premium paid.

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Contractors All Risks

Contract Works

The permanent or temporary works executed in performance of the contract & materials for use in connection therewith whilst on the site of the contract or in transit within the UK

Maximum Value of Any One Contract: Not Insured, Cover Available
Maximum Contract Period: Not Insured, Cover Available

Own Plant & Equipment

Constructional plant tools equipment site huts or caravans including the contents thereof belonging to you for use in connection with the contract whilst on the site of the contract or in transit within the UK.

Own Plant & Equipment: Not Insured, Cover Available
Maximum Value of Any One Item: Not Insured, Cover Available

Hired in Plant & Equipment

Constructional plant tools equipment site huts or caravans hired in by you for use in connection with the contract whilst on the site of the contract or in transit within the UK

Hired in Plant & Equipment: Not Insured, Cover Available
Maximum Value of Any One Item: Not Insured, Cover Available
Estimated Annual Hiring Charges: Not Insured, Cover Available

Employees Tools

Employees tools whilst on the site of the contract and whilst in transit within the UK

Employees Tools & Personal Effects Not Insured, Cover Available

Plant, Tools & Equipment from unattended vehicles including overnight

(cover provided by Aviva/ANOTHER)

Plant, tools & equipment in unattended vehicles and whilst in transit

Maximum Value in Any One Vehicle Not Insured, Cover Available
Total Number of Vehicles Not Insured, Cover Available

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Claims Notified

This premium is based on notifying the underwriters of **6** claims/ incidents in the last 5 years.

Significant Terms / Conditions / Exclusions which apply to your policy

Primary Combined Liability

Proprietary Branded Chemicals Condition

It is a condition precedent to liability that any chemicals or products containing chemicals used sold or supplied by **you** in the course of the business are:

- 1) of a proprietary and branded nature and have not been re-branded re-packaged manufactured, mixed, blended or altered in any way by **you** and,
- 2) supplied with the unaltered manufacturers original instructions to ensure that they are used in strict accordance with the manufacturers instructions/guidelines and,
- 3) a COSHH assessment has been carried out where appropriate for the use of such chemicals as may be required by the Health and Safety Executive or equivalent governing body.

Inefficacy Exclusion (Provision of Services)

This Policy does not indemnify you in respect of liability arising from the failure of any Product or service to fulfil the purpose for which it was designed or to perform as specified warranted or guaranteed.

Heat Work Away Exclusion

This Policy does not indemnify **you** in respect of liability arising out of or in way connected with any work involving the use or application of heat away from **your** premises.

However this exclusion shall not apply to the use of electric soldering irons and electric hot air guns provided that such equipment complies with British Standard BS3456 if applicable and is thermostatically controlled.

Harness Condition Precedent

It is a condition precedent to liability under this Policy that all Persons Employed shall be issued by you with and will wear fall-arrest equipment consisting of a full body harness, shock absorbing lanyard and connecting hook which conform with CEN standards when working at heights exceeding 5 metres above ground

This condition shall not apply when the work area, including any access platform or scaffolding, has edge protection consisting of:

- a) a main guard rail at least 910mm above the edge;
- b) a toe board at least 150mm high;
- c) an intermediate guard rail or other barrier so that there is no gap more than 470mm.

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Cyber Endorsement – Combined Liability

1. We will not provide any cover under any circumstances for any loss, damage, liability, claim, fine, penalty, cost or expense of any nature, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- i. cyber act or cyber incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident; or
- ii. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any data, including any amount relating to the value of such data.

2. This exclusion does not apply to a claim that would otherwise be covered under the Employers' Liability section of this Policy. This cover is limited to the first £5,000,000 of any one claim or series of claims arising out of any one occurrence (inclusive of defence costs).

3. This endorsement supersedes any other wording in the Policy or any endorsement having a bearing on a cyber act, cyber incident or data and if in conflict with such wording, replaces it.

4. If we allege that by reason of this endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary will fall upon you.

5. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder will continue in full force and effect.

Definitions applicable to this endorsement:

A. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by you or any other party.

B. Cyber Act means:

- i. a deliberate, unauthorised, malicious or criminal act;
- ii. a series of related deliberate, unauthorised, malicious or criminal acts; or
- iii. any threat or hoax relating to i and/or ii above,

regardless of time and place, involving access to or the processing, use or operation of any computer system.

C. Cyber Incident means:

- i. any error or omission or series of related errors or omissions involving access to or the processing, use, or operation of any computer system; or
- ii. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

D. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

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Height Limit

This Policy does not apply to liability in respect of any claim arising in connection with work undertaken by **you** or any **Person Employed** at a height above ground level (or floor level in the case of work inside any building or structure) which exceeds a height of 15 metres

Bona Fide Subcontractors Condition

It is a condition precedent to liability that all bona fide subcontractors engaged by you have in full force and effect throughout the duration of their contract with you insurances as follows

1 Employers Liability insurance in respect of their liability at law for Injury to any person in the employment of the subcontractor including any labour master or labour only subcontractor or person supplied or employed by them

2 Public/Products Liability insurance in respect of their liability at law for Injury or Damage with a Limit of Indemnity of not less than the limit of indemnity any one occurrence or series of occurrences arising out of one original cause provided under this policy

It is further a condition precedent to liability that

- i. such insurances contain an Indemnity to Principals Clause
- ii. you have obtained and retained a copy of written evidence of such insurances

For the purposes of this Endorsement the term bona fide subcontractors means any subcontractor engaged by you supplying labour and or materials for the purpose of the contract

It is further condition precedent to liability that you will not assume by any agreement any liability or potential liability that would not have attached to you in the absence of such agreement including but not limited to the assumption of any liability or potential liability on behalf of any bona fide subcontractor or the waiver of any rights of recourse against any bona fide subcontractor.

Personal Protective Equipment Condition

It is a condition of this Policy that the use or wearing of Personal Protective Equipment by any Person Employed is rigorously enforced and that Personal Protective Equipment is supplied to the Person Employed and that a formal record is maintained confirming receipt of such equipment

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Excess Layer of Public / Products Liability

Cyber And Data Total Exclusion Endorsement

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

1.1 Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or

1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.

4 If the Underwriters allege that by reason of this endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

Definitions

5 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

6 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

7 Cyber Incident means:

7.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

7.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

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Excesses

Combined Liability Section

Public & Products Liability **£5,000** for each and every loss

Insurers

Combined Liability = Aspen Insurance UK Ltd
Excess Layer of Public / Products Liability = AXIS Specialty Europe SE

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Premium Breakdown

Policy Type	Net Premium	UK IPT	Underwriting Fee	Total Payable
Combined Liability	£41,500.00	£4,980	£2,000	£48,480.00
Excess Layer of Public / Products Liability	£7,250.00	£870.00	£500	£8,620.00

Our Broker Fee				£3,500
Total (including tax and all fees)				£60,600

Subject to policy terms and conditions

Subject to Underwriter's Agreement

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Compliance Information

Important Notes

This is a summary document outlining the key areas of cover along with what we consider to be the significant or unusual terms, conditions and restrictions of the policy. It should be read in conjunction with any Policy Wordings and Statement of Facts / Proposal Forms which relate to your policy(s).

The levels of Cover have been set in accordance with your instructions. We recommend that you take a few minutes to ensure that they meet your requirements and advise us if any alteration is needed.

It is important that you read the policy documentation in full and that you advise us immediately if any element of the Cover does not meet your requirements.

Should your circumstances change please advise us immediately and we will arrange the appropriate amendment in Cover.

The Law applicable to the Policy shall be governed by and construed in accordance with the Law of England and Wales unless you are based in Scotland in which case the Law of Scotland shall apply.

Duty of Disclosure

The Insurance Act 2015 requires all clients, brokers and anyone involved in the purchase of an insurance product to be aware of their responsibilities to comply with the Act. If you as a client fail to make a fair presentation of your insurance risk then the insurer is able to impose new terms onto the policy and reduce claims proportionally where felt necessary. It is recommended that you allow yourself enough time to prepare for the renewal as there may be additional requirements from the insurer.

It is your responsibility to provide complete and accurate information to Insurers when you take out an insurance policy, throughout the life of the policy and when you renew your insurance. It is important that you ensure that all statements that you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance. If a form is completed on your behalf, you should check that the answers given to any questions are true and accurate before signing the document.

You must abide by the duty of fair presentation which means it is your responsibility to disclose all material facts and circumstances. The insurer may have further enquiries and may request additional information from you in order to underwrite the risk.

Please note that if you fail to disclose any relevant information to your insurers material to the risk this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. If you are in any doubt about whether information is material, you should disclose it. Any renewal of insurance will be made in reliance upon the information provided by you in connection with your previous insurance policy – we will assume that such information remains correct unless you tell us otherwise. Please be aware that instructions given to us by you will not be deemed to be in force until you receive an acknowledgement either from ourselves or the insurer.

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The capacity in which we are acting

Sourcing a suitable policy	We act as your agent	✓
	We act as agent of the insurer	
	We act as both your agent and as agent of the insurer	
Placing the insurance	We act as your agent	✓
	We act as agent of the insurer (eg issuing policy documents)	
	We act as both your agent and as agent of the insurer	
In the event of a claim	We will act as your agent	✓
	We will act as agent of the insurer	
	We will act as both your agent and as agent of the insurer	
We have used another intermediary to access the product that best meets your needs		✓

How we made our selection

We have provided a personal recommendation on the basis of a fair and personal analysis of the market. This means that we have compared products from a sufficiently large range of insurance providers in terms of cover, price, quality of service and other relevant features.	
To meet your requirements, we used a range of insurers. Our recommendation is not on the basis of a fair and personal analysis. We are happy to discuss with you the scope and outcome of our research and a list of the insurers we use is attached.	✓
We are a specialist schemes broker and have developed a number of exclusive products specially designed for specific industries. Although we have not undertaken a "fair and personal" analysis of the market however the policy has been selected because it offers wider cover than is generally available, at a competitive premium, representing outstanding value for money. We are under a contractual obligation to conduct insurance distribution exclusively with one or more insurance undertakings. Please ask us if you would like to discuss our placement strategy.	
From the information you have supplied at renewal we believe the cover offered by your existing Insurer remains the most appropriate option.	✓
For commercial legal expenses we are contractually bound to place cover with one specific insurer, ARAG	✓
For Accident Management and Uninsured Loss Recovery Assistance we are contractually bound to place cover with one specific provider, United Legal Assistance Limited. The Motor Legal Expenses insurance element is underwritten by Royal & Sun Alliance Insurance plc	

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Our Markets

Below is a list of Insurers and Underwriting Agencies with whom we regularly conduct business for these specific lines of insurance. This list is by no means exhaustive but provides an insight into our wide-ranging market knowledge which enables us to select suitable providers for your insurance needs.

Liability Insurance	Fleet Insurance	Material Damage
Ageas Aviva AXA Certain Syndicates at Lloyds Covea Folgate Hiscox QBE RSA Zurich	Ageas Allianz Aviva AXA Equity Red Star NIG QBE RSA Zurich	Ageas Allianz Aviva AXA Covea Ecclesiastical Liverpool Victoria NIG QBE RSA
Directors and Officers Insurance	Professional Indemnity Insurance	Contractors All Risk Insurance
Ageas Allianz AXA Covea Ecclesiastical NIG QBE RSA	Allianz Aviva AXA HCC Hiscox Markel QBE RSA	Allianz Aviva Brit Syndicates at Lloyds HSB Engineering RSA Tokio Marine Kiln Ltd Zurich
Commercial Combined Insurance	Goods in Transit Insurance	Vehicle Breakdown
Allianz Aviva AXA Covea Hiscox Liverpool Victoria NIG QBE RSA Zurich	Aviva AXA Fusion Insurance Services NIG RSA	ERS ALPS

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Our Remuneration

As Insurance Brokers, our remuneration is usually derived from a fee paid by you; or from commission paid to us by Insurers as a percentage of the total annual premium; or a combination of both.

For these policies the nature and basis of the remuneration we receive is as follows:

- We charge you a fee
- The insurer pays us a percentage commission from the total premium
- We receive additional remuneration from the accident management service
- We receive additional remuneration from the finance provider

You are entitled at any time to request information regarding any remuneration which we may receive as a result of arranging your insurance.

Choice of Media

You have chosen to receive your information in:

Paper format	<input type="checkbox"/>
Electronic format (PDF, Word Document, Email etc)	<input checked="" type="checkbox"/>

Should you wish to amend your preferences at any time please contact us and we will make the necessary changes.

The security and confidentiality of your personal data is important to us. Our Privacy Notice can be found by clicking the following link <https://firstins.co.uk/privacy-notice/>

Paper copies are available upon request.

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Terms of Business

The Regulator

First Insurance Solutions Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Our Firms Reference Number is 522668. You can check this on the Financial Services Register by visiting www.fca.org.uk or by telephone to the FCA on **0800 111 6768**.

About us

First Insurance Solutions Ltd is an independent Insurance Intermediary in respect of non-investment insurance and consumer credit.

Our Service

We offer a wide range of insurance products and have access to leading insurers in the marketplace. The advice we provide is on a personal recommendation based on a fair and personal analysis of the market, however, for some types of insurance we deal predominantly with a single or limited number of Insurers, which we have selected as offering value for money and quality service. In circumstances where we do not give a fair and personal recommendation, we will provide you with the name of the Insurers which the firm may and does conduct business with. We will give you details of these arrangements before you make any commitment on any product offered to you. We will explain the main features and benefits of the products, cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover. We will make a recommendation to you after we have assessed your needs or advise you if we are unable to place your insurance. We will make it clear in our documentation prior to conclusion of the contract, those areas where we are acting as agent for the customer, the Insurer, or both. Quotations are usually valid for 30 days.

Terms of Payment

Unless agreed otherwise, full payment is due before inception; prior to renewal; on or before the date of any mid-term alteration. If you choose to pay your insurance premium using a finance provider your details will be passed onto them. We will provide you with a breakdown of the costs of your monthly instalments and subsequently a document outlining key features of their credit agreement with you, including any fees they apply and the cost of default charges. Please read these carefully as they contain important information in relation to the credit facility available from the finance provider. Credit is available subject to status. To use the finance provider's facility, you must be resident in the UK, aged 18 years or over and hold a bank account capable of supporting direct debit payments. We will inform you if competitive credit terms are available through your insurer and you have the option of source your own credit facilities. When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you; unless you advise us to the contrary, cover may be renewed automatically. If payment is not received from you, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part, or all, of a claim may not be paid. You may also be in breach of legally required insurance cover. If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed and may be contractually obliged by the finance provider to notify your insurer to cancel the policy. Where we are not contractually obliged to do so by the finance provider, and you do not make other arrangements to pay the outstanding insurance premiums you acknowledge that we may, at any time after being informed of non-payment under the credit agreement, instruct the relevant insurer to cancel the insurance and to collect any refund of premiums and use these to offset the amount levied by the finance provider. If this amount is not sufficient to cover all our costs, we reserve the right to pursue any additional debt owed to us through due legal process. Any additional charges or costs incurred including those of the agency and any associated Court costs will be added to the debt.

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Remuneration

Upon inception of a contract of insurance and again on its amendment or renewal we will advise you of the nature and source of our remuneration in relation to the contract of insurance. Our remuneration may be derived from a fee paid by you to us; or from commission paid to us by insurers included in the total premium; or a combination of both; or any other type of remuneration given in connection with the insurance contract.

You are entitled, at any time, to request information regarding the amount of commission which we receive as a result of placing or renewing your insurance cover. We take any commission once we receive your payment as cleared funds and prior to payment of the premium to the insurer. We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them; finance providers; claims management services and others. Please ask if you require further information. Where you choose to pay your premium by instalments, we may use a scheme operated by your insurer, or introduce you to Premium Credit Ltd or Close Brothers. We may receive a commission for introducing you to them. Where this could affect our impartiality in recommending a particular product or have a material impact on your decision to proceed, we will advise you.

Charges

In addition to the amount charged by insurers we may also make charges to cover the administration of your insurance. Dependent upon the type of policy and the work involved we will charge a broker fee and if this is a policy we have underwritten we will charge an underwriting fee. Fees are non-refundable and may be subject to change. The actual amount of any fee will be notified to you before you commit to purchasing the product. Where we arrange low or non-commission paying products, we may charge a fee in lieu of commission not exceeding 40% of the premium and will advise you of the actual amount at the time of quotation or renewal. Any applicable insurance premium tax will be shown on the documentation we provide to you. Other taxes, costs, or both, may apply which are not paid through, or imposed by us.

Client Money

Any payment we receive from you will be held by us to pay insurers on your behalf, in a Non-Statutory Trust Client Money Bank Account held with Barclays. In some cases, by virtue of agreements we hold with insurers, the payment we receive will be held on behalf of the insurer with whom we arrange your policy as their agent. This means that any payment you make to us will be regarded as having been paid to the provider. Refunds of premiums are treated as received by you when they are paid over to you. This is known as Risk Transfer. By operating a Non-Statutory Trust we are permitted to, and may use, such monies to cross-fund clients' premiums and claims. We settle premiums to insurers after deduction of our commission and in accordance with the terms of our Agreements with those insurers but we will not withdraw our commission until we have received the premium from you. We maintain systems and controls to ensure that we monitor and manage client money transactions and any credit risk arising from the operation of the trust arrangement. No interest will be payable to customers in respect of the client account; any interest earned will be retained by us. We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you. Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing, money may be treated differently than if it was held by an intermediary in the UK. By instructing us to place insurance on your behalf you give your informed consent to these Client Money procedures. If there are any matters which you do not understand, or do not accept, you should discuss them with us before proceeding.

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Duty to Take Reasonable Care (for consumer customers only)

Under the Consumer Insurance (Disclosure and Representation) Act 2012 it is your duty a consumer to take reasonable care not to make a misrepresentation to an Insurer. A consumer is defined as an individual who enters into an insurance contract wholly or mainly for purposes unrelated to their trade, business or profession. A failure by a consumer to comply with an insurer's request to confirm or amend particulars previously given is capable of being a misrepresentation for the purpose of this act. It is important that you ensure that all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence. If a form is completed on your behalf, by signing any document you acknowledge that the information contained therein is fully accurate and complete.

Under the act, an insurer has a remedy against a consumer in respect of qualifying misrepresentations in breach of the consumer's duty of reasonable care where the insurer deems the misrepresentation to be either deliberate, reckless or careless. **If you are in any doubt in relation to your duty to take reasonable care and qualifying representations, please contact us immediately.**

Duty of Fair Presentation (for commercial customers only)

It is your responsibility to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This may require you to obtain information from Senior Managers within your organisation or other parties to which the insurance relates. You must disclose every material circumstance which you know or ought to know or, failing that, disclose sufficient information to put your Insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and must be made in good faith. If you fail to make a fair presentation of the risk this could result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases, this could result in your policy being declared void by an Insurer and your premiums returned. Any deliberate or reckless breach of the duty of fair presentation could result in your policy being declared null and void by the Insurer with no refund of premium.

If you are in any doubt in relation to material circumstances and/or your duty to take reasonable care please contact us immediately.

Solvency of Insurers

We cannot guarantee the solvency of any Insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, should an Insurer become insolvent.

Complaints

It is our intention to provide you with the highest possible level of customer service at all times. However, we recognise that things can go wrong occasionally and if this occurs, we are committed to resolving matters promptly and fairly. Should you wish to make a complaint you may do so:

- In writing to Martin Bell
- By telephone on 01634 868 444
- By email to complaints@firstins.co.uk
- In person by visiting our office

Should you remain dissatisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Further details will be supplied at the time we respond to your complaint. Information about the FOS is available at www.financial-ombudsman.org.uk

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The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme - depending upon the type and circumstances of the claim - if we cannot meet our obligations. This depends upon the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available at www.fscs.org.uk

Financial Crime

UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the Office of Financial Sanctions Implementation (OFSI) HM Treasury list of Financial Sanctions Targets in the UK as part of the information gathering process. We are obliged to report to the National Crime Agency and/or Serious Fraud office any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees to be influenced in respect of undue payments or privileges from or to insurers or clients.

Cancellation

Your policy document details any cancellation rights, known as a "cooling-off" period. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. If you cancel your policy within this period and the terms of the policy allow, you may receive a refund of your premium. Usually, the Insurer will make a charge for the time the policy was 'on risk' however, in some instances a full years' premium will be payable and there will be no refund. We may also apply an administration charge for cancelling your policy (see Charges). You may need to return the insurance certificate and any other official documents within 14 days together with your written instructions to cancel the policy.

Refunds

Where a policy is cancelled mid-term, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit. **Your attention is specifically drawn to the following: Where you cancel your policy after the expiry of the cooling off period or where you request a mid-term adjustment which results in a refund of premium, we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled.** The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned. For certain commercial insurance policies insurers will only provide cover where the premium is paid in full upon inception of the policy. This means that no refund will be paid if the policy is cancelled during the term. In view of the cost involved in making changes to your policy, we will not issue refunds of less than **£50**

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Confidentiality & Data Protection

We are a data controller for the information you provide to us including individual, identification and financial details, policy history and special category data (such as medical or criminal history). Details of our legal basis for processing your personal data, together with details of any third parties with whom it may be necessary to share that data in order to fulfil the insurance contract; data retention periods; data security and your rights under the General Data protection Regulations (GDPR) can be found in our **Privacy Notice** available on our website <https://firstins.co.uk/privacy-notice/>. For training and monitoring purposes calls may be recorded.

Limitations & Exclusions of Our Liability

The following provisions set out our entire financial liability to you.

You acknowledge and agree that you shall only be entitled to make a claim against us and not against any individual employee or consultant engaged by us. Our liability for losses suffered by you arising under or in connection with the provision of our services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise (including our liability for acts or omissions of our senior management, employees and any appointed representatives shall be limited to £3m per claim and in the aggregate. Any claim or series of claims arising from one act, error, omission, incident or original cause shall be considered to be one claim. We shall not be liable to you for any loss of profit or loss of business whether directly or indirectly occurring and which arises out of or in connection with the provision of our services. Nothing in this paragraph shall exclude or limit our liability for death or personal injury caused by our negligence or for loss by our fraud, fraudulent misrepresentation or breach of regulatory obligations owed to you.

General

These Terms of Business supersede all prior arrangements between us relating to our appointment as your agent and constitute an offer by us to act on your behalf in the arranging and administration of your insurance. If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms of Business shall be governed by the Laws of England and Wales or Scotland and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court.

In the absence of any other specific instructions from you to us, by conducting business with us you are indicating your acceptance of the above terms and conditions.

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