

# Management Liability Notice

## Notification of potential claims

You may give us notice of any circumstances which might lead to a claim under this policy giving reasons for the expectation and including full details of the people and dates involved.

## Fair presentation of risk condition

You have a duty to make a fair presentation of the risk you wish to insure. This applies prior to the start of your policy and prior to each renewal. If you do not comply with this condition then

- 1 If failure to make a fair presentation of the risk is deliberate or reckless we can elect to make your policy void and keep the premium. This means treating the policy as if it had not existed and that we will not return your premiums,  
  
or
- 2 If the failure to make a fair presentation of the risk is not deliberate nor reckless and we would not have provided cover had you made a fair presentation, then we can elect to make your policy void and return your premiums, or
- 3 If the failure to make a fair presentation of the risk is not deliberate or reckless and we would have issued cover on different terms had you made a fair presentation of the risk we can:
  - a reduce proportionally any amount paid or payable in respect of any claim under your policy using the following formula. We will divide the premium actually charged by the premium we would have charged had you made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable;  
and/or
  - b treat your policy as if it had included the different terms (other than payment of premium) that we would have imposed had you made a fair presentation
- 4 Where we elect to apply one of the above then
  - a if we elect to make your policy void, this will be from the start of the policy or from the date of renewal
  - b we will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the policy or from the date of renewal
  - c we will treat your policy as having different terms imposed from the start of the policy or from the renewal depending on when the failure to make a fair presentation occurs.

# Insurance Act 2015

The Insurance Act 2015 is one of the most significant changes to insurance law to be enacted. Not only does it introduce new legislation, but it also amends conflicting parts of the Marine Insurance Act 1906. It deals with the responsibilities of the insured, broker and insurer for the placement, renewal and amendment of insurance risks after 12th August 2016.

The Act is applicable to both 'consumer' and 'commercial' customers. This guide is intended for our commercial clients. We have produced a separate guide for consumer clients.

## The key changes:

### 1. The Duty of Fair Presentation

The duty of fair presentation by a commercial client is an obligation that now exists before any contract can be entered into. The Act expects that a commercial client will:

- Disclose material information in a clear and accessible manner. Information is material if it would affect the judgement of the insurer about the risk;
- Disclose all information which is known to, or ought to be known to them, including information which is known by Senior Management, the knowledge of persons responsible for arranging and administering the organisation's insurance and information which would be revealed by a reasonable search (including where functions are outsourced). The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer.
- Ensure that facts disclosed are substantially correct and every material representation as to a matter of expectation or belief is made in good faith;
- Be clear about any areas where the insurer should make their own further enquiries and, if in doubt, disclose information if you think the insurer might need it (in other words, put them on notice that they need to ask further questions to uncover material facts).

What will Aston Lark do?

We will work with you to ensure you understand what your duty of 'fair presentation' means and ensure that we include all information available to us so that you are able to make a 'fair presentation' of your risk.

Want to know more?

We have prepared a more detailed guide to the duty of fair presentation on our website. We have also updated the Important Information section in our Terms of Business: Commercial Clients to help explain what is required of you. You should also carefully read any documentation your insurer provides to you.

### 2. Warranties and other terms

The Act has abolished the previous right of an insurer to rely on a breach of a warranty in a contract of insurance to avoid paying any claim and it is no longer possible to convert representations made by a client into a warranty.

The Act introduces some new protection for consumer and commercial clients in the event of a breach of a warranty with the insurer no longer able to avoid liability for a breach of a warranty if:

- A breach occurs and is remedied before any claim arises;
- The reason for the claim arises out of something that the warranty does not relate to;
- The warranty ceases to be applicable to the policy due to a change in circumstances;
- The insurer waives the breach of the warranty;
- The loss occurred before the breach happened.

What will Aston Lark do?

We will ensure that you are made fully aware of any warranties applicable to your policy. If you have any questions about those warranties, we will help you to understand what the insurer expects.

Want to know more?

We have prepared a more detailed guide to warranties and other terms on our website. We have also updated the Important Information section in our Terms of Business: Commercial Clients to help explain what is required of you.

### 3. Contracting Out

Your insurer has the right to 'contract out' of parts of the Insurance Act and must make you aware of this in a clear and unambiguous way. If this affects you at the renewal of your insurance contract, we will advise you of how this may affect the settlement of any claims in the future and the options available to you, which may include the selection of an alternative insurer who has not 'contracted out'.

What will Aston Lark do?

In the event an insurer seeks to "contract out" of their obligations under the Act for a commercial client in a way that is permissible, we will help you understand what this means to you and how this may affect your responsibilities in relation to your insurance.

### 4. Summary

The Insurance Act 2015 introduces a number of major changes to the way insurance law applies to policies inception, renewed or varied after 12th August 2016. Aston Lark is a Chartered Insurance Broker and takes its obligation to provide appropriate advice to its clients very seriously. Our processes, and the advice we provide, will be in line with the changes introduced in The Insurance Act 2015.

In addition, we will be working with the various insurers we deal with to ensure that the way they apply the Act is appropriate to our customers. Where they have communicated with us about the Act and provided specific guidance of their own, we will provide you with access to that information via our website. We will be here to help you understand this information; you only need to ask.

**If you have any specific questions about the way the Act applies to your circumstances, please speak with your usual Aston Lark contact.**

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# School Bulletin January 2019

## Building Works

Before you sign the contract ...

Many policies provide cover for small works, but may be limited to a value of say, £250,000. Even then this may be dependent on the contract terms signed. Insurers may consider the terms outlined within some standard contracts to be onerous and unacceptable.

To avoid potential problems and the risk of invalidating cover, we should always be consulted before the contract is signed and before any works are undertaken.

## Liability Insurance - the dangers of accumulation

Aggregation of risk is a major consideration for educational establishments with large numbers of pupils and staff in one location.

A major incident within the school environment could potentially cause multiple serious injuries or even death which could result in compensation payments of over £1 million per injured party.

Furthermore, in 2017, the Government announced a significant reduction to the Ogden Discount Rate. This change can significantly increase compensation payments in respect of life changing injuries.

High limits are available, with some schools insuring to £50 million or more in respect of both Employers' and Public Liability. Please let us know if you would like to discuss the adequacy of your existing cover.

## Abuse Cover

Allegations of abuse have been in the headlines with depressing frequency in recent years. For the victims, the effects can be significant and can have long term impact on their lives. The recent support shown to victims via the press and social media has helped to encourage those affected to come forward. The alleged abuse often happened many years ago and, whilst prosecutions are more widely pursued, it cannot be assumed that insurance cover will automatically respond.

Whilst cover can be easily arranged, different approaches adopted within the insurance industry can be quite confusing. If insurers have changed over the years, it is essential that your current policy would respond to historical claims.

Incidents must also be handled sensitively and effectively with legal support services often the key to reaching an agreeable outcome.

Our experience and expertise may help to ensure that your cover is set up on the right basis with an insurer providing access to specialist claims and legal teams dedicated to the handling of Abuse claims.

# Block Property Conditions, Endorsements & Exclusions

## Amendment of excess to franchise

Notwithstanding anything contained in this Policy to the contrary, it is hereby understood and agreed that in respect of Section 1 and 2 Property and Business Interruption a franchise of £2,000 will replace the excess. The Insured will not be indemnified on any occasion where the whole amount of the loss, destruction or damage does not exceed £2,000.

Except for the specific reference to Section 1 Extension 7 where an excess of £250 applies.

## Declared values – represents 10% of the actual declared value

The Following clause applies to the following locations:

Holy Trinity C E Primary School Sloane Square  
St Clement & St James C E Primary School Kensington  
Christ Church School Chelsea  
St Cuthbert and St Matthias School Earls Court

The Declared Value represents 10% of the Actual Declared Value and the Insured is deemed their own Insurer for the remaining 90%

## St John's, Richmond AV1 robot extension

In respect of the undernoted property insured the insurance by this insured section is extended to such specified property insured at

Specified Property Insured at St. John The Baptist Hampton Wick KT1 4HQ	Sum Insured
AV1 robot	£2,000

provided the insured agrees as a condition precedent to the insurer's liability under this clause that:

- a) Teachers responsible for the charging and set up each day of the device.
- b) Device to be kept in a locked cupboard all times when not in use with the teacher responsible for the locking and opening of the room and setup.
- c) Teachers responsible for keeping the device locked away during free periods.
- d) £250 excess to apply

## **Excluding theft damage to external fabric of the Buildings**

Excepted cause 4 paragraph b i: The limit of the Insurers' Liability will not exceed £100,000 in respect of any one occurrence and in the aggregate during the period of insurance

(Excepted cause 4 paragraph b l states –

The Insurers shall not indemnify the Insured for:

4 Damage caused directly by or consisting of theft or attempted theft:

b of any of the external fabric of the Buildings. This Exclusion will not apply to loss of or damage to external lead, copper or other metals, always provided that:

i the limit of the Insurers' liability will not exceed £100,000 or the amount shown in the Schedule, whichever shall be the lesser amount, in respect of any one Occurrence and in the aggregate during the Period of Insurance;

## **Equipment breakdown extension is deleted**

Extension 34 Equipment Breakdown is deleted

## **Hot work permit condition**

It is a Condition Precedent to liability that when any work involving the use of heat on site is proposed that a Hot Work Permit be completed and kept for inspection by the Insurers

## **Works condition – ferrous and non-ferrous metal to be stored in locked and secured building**

The Insurers shall not indemnify the Insured in respect of any claim for loss or damage for ferrous or non-ferrous metal unless incorporated in the Works stored in a locked and secured building.

## **Aggregate – contract works extension amendment**

The words in the aggregate are deleted from subsection cii of Extension 7 Contract Works

## **Money extension**

Section 3 Money only applies to the following Schools:  
TBC



## Compliance update

It is agreed that:

a) the definition of Insurers;

b) the Data Protection;

clauses are replaced by the undernoted; and

c) any reference herein to 'basis of contract' is deleted and of no effect;

the undernoted clauses shall amend or replace any provision of this policy to the extent that such provision conflicts with these clauses except that nothing contained in this clause will serve to place the Insured in a worse position than had this clause not applied.

## Privacy and Data Protection Act 1998

1. All personal information (including sensitive personal data such as health details or criminal convictions) provided in connection with this policy will be processed in accordance with the Data Protection Act 1998. The Insured consents to all personal information so provided being used for the purposes and being disclosed to the parties set out below.
2. Where personal information is provided about another person, the Insured is required to inform that person of the Insurers' identity, and why their personal information will be processed and disclosed. The Insured is also required to obtain their written consent to the processing of their personal information in this way and provide such consent to us.
3. Personal information is used:
  - a) to administer the policy, including underwriting, renewal information, validation of claims history and claims handling;
  - b) for research, analysis, statistic creation, and customer profiling;
  - c) for fraud prevention and debt recovery.
4. Personal information may be disclosed to:
  - a) other members of the QBE Insurance Group;
  - b) other insurance entities interested in the risk written under this policy;
  - c) agents and service providers appointed by the Insurers to carry out activities in connection with the policy;
  - d) credit reference and fraud databases;
  - e) law enforcement and other statutory bodies;
  - f) potential purchasers of the whole or part of the our business.
5. If false or inaccurate information is provided and fraud is suspected this fact will be recorded and the information will be available to other organisations that have access to the fraud databases.
6. Personal information may be transferred to third parties in countries outside the European Economic Area which may not have the same standards of protection for personal information as the United Kingdom. The Insurers will ensure that such transfers comply with the data protection law and the personal information is kept securely and protected from unauthorised access.
7. The Insurers maintain protections and procedures in the storage and disclosure of personal information to keep it secure and prevent unauthorised access to or loss of such information.
8. The Insurers may monitor and record all communications with you for compliance and training purposes.

9. Should the Insured wish to see the information held, have any queries in relation to the way such information is used or discover any inaccuracies, the Insured should write to the Data Protection Officer at QBE Insurance (Europe) Limited, Plantation Place, 30 Fenchurch Street, London EC3M 3BD

## **About the Financial Ombudsman Services (FOS)**

Eligible complainants are:

- a) private individuals; and
- b) micro-enterprises.

'Micro-enterprises' will be able to bring complaints to the ombudsman as long as they have an annual turnover of under EUR2 million and fewer than ten (10) employees.

- c) charities with an annual income of less than GBP1million; or
- d) a trustee of a trust with net assets of less than GBP1million.

The FOS will only consider a complaint if the Insured is an eligible complainant and if:

- e) the Insurers have been given an opportunity to resolve it and
- f) the Insurers have sent the Insured a final response letter and the Insured has referred its complaint to the FOS within six (6) months of the Insurers final response letter or
- g) the Insurers have not responded to the Insured complaint with a decision within eight (8) weeks.

# Combined Liability Conditions, Endorsements & Exclusions

## Abuse extension

This Policy excludes and does not cover:

### **Abuse, molestation and sexual abuse**

any liability in respect of compensatory damages, claimant costs and expenses and Legal Costs directly or indirectly arising out of or in any way connected with physical or mental Abuse, molestation or sexual abuse of any kind except as otherwise provided in the following extension.

The following clause attaches to and forms part of this Policy.

### **Abuse Clause**

The insurance provided by this Policy is extended to indemnify the Insured for compensatory damages, claimant costs and expenses and Legal Costs against any civil liability incurred for Injury resulting from Abuse where any claim is first made against the Insured and notified to the Insurer arising out of any circumstance(s) during the Period of Insurance and in accordance with the terms of this Policy, provided that the Insurers will not be liable to provide indemnity:

- a) where the act or behaviour that caused Abuse occurred prior to the retroactive date of 01 April 2013.
- b) where the Insured Person or any Employee with specific responsibility for the protection from Abuse of children or any other vulnerable person intentionally wilfully or deliberately fails to comply with any procedural guidelines established by the insured concerning Abuse.
- c) for aggregated, exemplary or punitive damages awarded by any court outside the United Kingdom.
- d) directly or indirectly arising out of, or in any way involving any fact or circumstance:
  - i) of which any claim has been made or notice has been given, under any previous policy (whether insured by the Insurer or not); or
  - ii) of which the Insured first became aware prior to the Period of Insurance or which the Insured knew or ought reasonably to have known had the potential to give rise to loss, liability or Legal Costs;
- e) to any person who has or has been alleged to have:
  - i) authorised or permitted Abuse, or
  - ii) disregarded knowledge of Abuse, or
  - iii) had actual or constructive knowledge of Abuse and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from Abuse, or
  - iv) aided or contributed to or supported Abuse.
- f) in respect of the Excess of GBP 500.

g) in excess of GBP5,000,000 for any one claim which sum shall be the maximum the Insurer will pay, inclusive of all Legal Costs, in the aggregate during any one Period of Insurance irrespective of:

- i) the number of claimants; or
- ii) the number of parties and/or entities entitled to indemnity.

The Insurers may at any time pay the limit of indemnity (less any sums already paid or incurred) or any lesser sum for which at the absolute discretion of the Insurers the claim can be settled. The Insurers will then relinquish control of such claim and be under no further liability in respect thereof.

The period over which such Abuse or all instances of Abuse of a series that are causally connected and arise out of an isolated repeated or continuing incidence of Abuse shall be deemed to have occurred on the date of the first instance of the Abuse.

In respect of this extension Insured Person shall mean:

- a) the Insured,
- b) the personal representatives of the Insured in respect of legal liability incurred by the Insured,
- c) at the request of the Insured:
  - i) any principal;
  - ii) any manager or governor of the Insured;

for legal liability for which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured and each of whom shall as though insured be subject to the terms of this Policy in so far as they can apply except that Insured shall not include:

- a) any natural person committing or alleged to have committed Abuse against any person
- b) any person who has or has been alleged to have:
  - i) authorised or permitted Abuse, or
  - ii) disregarded knowledge of Abuse, or
  - iii) had actual or constructive knowledge of Abuse and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from Abuse, or
  - iv) aided or contributed to or supported Abuse.
- v) intentionally or wilfully failed to comply with any procedure regulation or licence designed to protect children or vulnerable adults from Abuse

In respect of this extension Abuse shall mean:

- a) acts of hurting or injuring mentally or physically by maltreatment or ill-use, or
- b) acts of forcing sexual activity, rape or molestation, or
- c) repeated or continuing contemptuous coarse or insulting words or behaviours

## Excesses

£	100	in respect of Money and Personal Accident (Assault)
£	250	in respect of AV1 robot located at St John's, Richmond
£	250	in respect of Contract Works (Minor Building Works)
£	500	in respect of Third Party Property Damage
£	2,000	franchise in respect of all other claims

# Group Personal Accident & Travel Conditions, Endorsements & Exclusions

## Personal Accident Special Extensions

The following special extensions shall be payable in addition to any benefit paid under the Personal Accident Section Benefits 1- 6 of the Policy subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

<b>Accident Medical Expenses</b>	Up to 25% of any amount paid under Benefits 1- 6 subject to a maximum £25,000
<b>Bereavement Counselling</b>	Up to £250 per week up to a maximum £5,000 any one Insured Person
<b>Catastrophe</b>	Additional 25% of the total sum payable
<b>Catastrophe Critical Response Counselling</b>	Up to £5,000 per Incident
<b>Coma Benefit</b>	£50 per full 24 hours up to a maximum of 104 weeks any one Insured Person
<b>Commuting Expenses</b>	Up to £250 per week up to a maximum £5,000 any one Insured Person
<b>Corporate Hospitality</b>	£25,000 per Guest subject to a maximum any one Period of Insurance of £250,000
<b>Counselling</b>	Up to £250 per week up to a maximum £5,000 any one Insured Person
<b>Damage to Clothing and Baggage</b>	Up to £1,000 per Insured Person
<b>Dental and Optical Expenses</b>	Up to 25% of any amount paid under Benefits 2 3 4 5 or 6 subject to a maximum £2,500
<b>Dependents Benefit</b>	Additional 5% per Child up to a maximum 25% of Benefit 1 subject to a minimum £5,000
<b>Disability Assistance</b>	Up to a maximum £25,000 any one Insured Person
<b>Domestic Assistance</b>	Up to £100 per week to a maximum £10,000 any one Insured Person
<b>Executor Expenses</b>	Up to a maximum of £2,000 any one Insured Person
<b>Facial Disfigurement</b>	Up to a maximum of £5,000 any one Insured Person
<b>Funeral Expenses</b>	Up to a maximum £10,000 any one Insured Person
<b>Hospitalisation</b>	£50 per full 24 hours up to a maximum of 104 weeks any one Insured Person
<b>Hospital Visiting Expenses</b>	£100 per full 24 hours up to a maximum of £5,000
<b>Paralysis</b> A total loss of use of all four limbs bladder and rectum B total loss of use of two legs bladder and rectum	£125,000 £ 50,000
<b>Recruitment Costs Following Suicide</b>	Up to a maximum £10,000 any one Insured Person
<b>Relocation Expenses</b>	Up to a maximum £25,000 any one Insured Person
<b>Retraining</b>	Up to a maximum £25,000 any one Insured Person
<b>Visitor Extension</b>	£25,000 per Visitor subject to a maximum any one Period of Insurance of £250,000

## **Operative Time**

School Journey is added to the Definition of Operative Times

Any journey undertaken by the Insured Person on the Business of the Insured which commences during the Period of Insurance and involves travel within Britain but only if the journey requires the Insured Person to obtain overnight accommodation or involves a rail journey road journey by coach or minibus or a flight

Insurance operates from the departure of the Insured Person from the school listed in Endorsement 3 until arrival back at the school at the end of the journey

## **Limitation of Benefit 5 Temporary Total Disablement Assault**

In respect of Category D

The maximum amount payable under Benefit 5 is the amount stated in the schedule or 1/52nd of Annual Salary whichever is the lesser

## Policy Excesses

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£	2,000	franchise in respect of all other claims

### Allianz Engineering Inspection

£	250	in respect of Sudden and Unforeseen Damage
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### Abbey Legal Commercial Legal Expenses

£	500	in respect of Contract Disputes, Criminal Defence, Employment Disputes, Property Landlord and Tenant Disputes, Regulatory Compliance, Employee Extra Protection and Schools Admission and Exclusion, increasing to
£	1,000	in respect of Criminal Prosecution, Property Landlord and Tenant Disputes, Regulatory Compliance, Employee Extra Protection and Schools Admission and Exclusion, if an alternative Appointed Representative is instructed by the policyholder
£	2,000	in respect of Contract Disputes, if an alternative Appointed Representative is instructed by the policyholder

# Terms of Business Agreement

This Agreement is between 'You' the client or potential client 'You, Your' and Aston Lark Limited 'We, Us, Our', and applies to all work that We carry out on Your behalf. Please read this Agreement carefully and contact Us if there is anything in this Agreement with which You disagree or do not understand.

## 1. INTRODUCTION

We are an independent intermediary and are authorised and regulated by the Financial Conduct Authority (FCA) and bound by its rules in respect of insurance mediation activities. Our Financial Services register number is 307663. You can check this on the Financial Services Register by visiting the FCA's website <https://register.fca.gov.uk> or by contacting the FCA on 0800 111 6768. The Financial Services Register also sets out Our permitted activities. We are not tied to any insurer and no insurer holds any shareholding in Us or any of Our subsidiaries or associated companies. We do not have any holdings or voting rights in any insurer.

We operate under a number of trading names, details of which can be found on Our website [www.astonlark.com](http://www.astonlark.com) and also on the FCA register.

## 2. OUR SERVICE TO YOU

We will normally provide advice to You on the basis of a fair analysis of the market, as distinct from using only a single or limited number of insurance undertakings (details of which can be provided on request). Where Our service differs to this, either because We only consider a restricted number of insurers, or if We do not give You advice on the merits of a transaction (in which case You are responsible for ensuring that it is suitable for You), We will advise You accordingly.

We will provide You with details of the cover effected on Your behalf, including the insurer(s) who are underwriting the risk, and where We make a personal recommendation to You, We will clarify the scope of the advice given and explain the reasons. This will be provided in a durable medium (which includes email, unless You tell Us otherwise). On occasion We may arrange insurance on Your behalf with insurers that have granted us a delegated underwriting authority. This authority may extend to the management of Your claims. We will notify You in the event We are acting under a delegated authority.

Although Our letter/ report will set out key aspects of the cover, this is not intended to be a substitute to the insurer(s) policy wording, which will take precedent in setting out the terms of the cover. We will use Our best endeavours to place cover on Your behalf, but We do not guarantee to be able to do so.

While We take care to ensure that the information contained on Our website is accurate and up-to-date, We give You no promises, representations or warranties about the accuracy, completeness, reliability or suitability of any information on Our website.

Where We offer an instalment facility to You in order to pay Your insurance premium by regular instalments, We do not offer advice in relation to this, but We may ask some questions to narrow down the selection of options available; You must make Your own choice on which option to accept. We only act as a credit broker when arranging instalment facilities on Your behalf, and not as a lender.

We aim to treat You fairly and to meet the following outcomes in all Our dealings with You:

- You can be confident that the fair treatment of customers is central to Our corporate culture.
- The products and services that We have marketed and You have chosen are designed to meet Your insurance needs as far as reasonably possible.
- We will provide You with clear information and keep You appropriately informed before, during and after the point of sale.
- We will provide You with products that perform as We have led You to expect and the associated service is both of an acceptable standard and as You have been led to expect.
- You will not face unreasonable post-sale barriers to change product, switch provider, submit a claim or make a complaint.
- We will give You full information about the products and services We offer, including details of any costs or charges (if any) in addition to Your premiums.
- If requested, We will tell You what Our commission is and any other remuneration We receive for arranging Your insurance or providing You with any other services.



## **Motor Insurance Database (MID)**

In accordance with the 4th European Union Directive (and any subsequent legislation), where We have agreed with You to provide this service, We will endeavour to assist You in complying with the legislation surrounding the notification of vehicles to the MID. We may charge for this assistance. It should be noted that the responsibility for notification of vehicles or information remains with You. We cannot accept responsibility for any item either incorrectly registered or not registered on the database, whether notified to Us or not.

### **3. CONFLICTS OF INTEREST**

We are committed to providing a professional standard of service to Our clients, and accordingly We endeavour to manage circumstances that may conflict with Our duty to clients, or impact on Our objectivity or independence. Conflicts can arise in the course of Us providing any service between:

1. Aston Lark Limited, including Our managers, employees and appointed representatives, or any person directly or indirectly linked to them by control, and a client of Ours; or
2. One or more of Our clients.

Transparency is usually the key to any effective process in handling conflicts. We will inform You in the event that a conflict situation occurs and agree with You the most appropriate way of dealing with it. It may be necessary for information to be handled by different departments within Aston Lark Limited (commonly referred to as Chinese Walls). This will require that persons employed in one department of Our business withhold the information held from those in another department of Our business. However, some circumstances may require that We do not act for one party if the conflict cannot be adequately addressed by Our internal controls.

For further details please request a copy of Our Conflicts of Interest Policy.

### **4. SECURITY**

Whilst We make every effort to ensure that cover is placed with financially strong companies, We do not guarantee the solvency of any insurer We place business with. If a participating insurer becomes insolvent, You may still be liable to pay the premium, whether in full or pro-rata. We shall not be responsible for any losses that You may incur as a result of any solvency difficulties experienced by insurers.

### **5. YOUR OBLIGATIONS**

When instructing Us to place or to renew insurances, Your obligations will differ depending on whether You are classed as either a consumer or a commercial client.

#### **Consumer**

If You are a consumer (defined by the FCA as: any natural person acting for purposes outside his trade, business or profession) You must use all reasonable care not to make a misrepresentation when providing information to insurers.

#### **Commercial client**

If You are a commercial client, You must make a fair presentation of the risk to insurers. This requires that You fully disclose in a clear and accessible manner, any facts known, or which ought to be known, to You (a Material Fact) likely to influence an insurer's decision in connection with the risk, having made a reasonable search of information available to You (including by Your senior management). This duty continues throughout the term of Your insurance. You should familiarise Yourself with Our Insurance Act guide for further information about Your obligations and insurer remedies, which is available at [www.astonlark.com](http://www.astonlark.com) or contact Your usual advisor for details.

All answers or statements given on a proposal form, claim form or other document relevant to Your insurances will be Your responsibility and You should always check the accuracy of the information You provide to Us and/or insurers. Misrepresentation or non-disclosure of information provided to Us and/or insurers may entitle insurers to decline or reduce claims and ultimately may lead to Your policy being completely 'invalidated' in the case of deliberate or reckless misrepresentation or attempted fraud.

You should seek Our advice if You are in any doubt as to Your obligations.

When a policy is issued, You must check this carefully to confirm that it meets Your needs, and ensure that You are able to meet the policy terms and conditions. Please seek Our advice promptly if You are in any doubt over any of the policy terms and conditions.

## **6. RENEWALS**

Once We have arranged a policy to which You have agreed, the placement of that policy will not automatically be reviewed at each renewal unless You request it and/or We deem it necessary in accordance with the paragraph below.

Whilst We will make reasonable efforts to contact You prior to renewal to obtain Your instructions, if for whatever reason We are not in receipt of Your instructions by Your renewal date, in order to protect Your position, We may at Our absolute discretion renew Your policy on the basis of Our recommendation. Such renewal will be based on the information You have previously provided to Us, and You should therefore advise Us immediately of any changes. However, We reserve the right not to renew Your policy if We do not receive Your instructions by the renewal date, and We will not be held liable for any loss You may suffer if You fail to provide the necessary instructions in sufficient time before renewal.

## **7. CLAIMS**

You must tell Us as soon as reasonably possible of any incident which may result in a claim under any insurance arranged by Us and of all relevant facts relating to the incident. Failure to do so may result in the insurer not paying the claim. This does not over-ride any additional obligations imposed by insurers, details of which will be set out in the policy wording. We will advise insurers in accordance with the circumstances notified by You. You will be required to give all necessary information and assistance required by insurers in order to deal with Your claim.

In some circumstances, claims will be dealt with directly by Your insurer or by someone appointed by them. We will let You know if that is the case.

## **8. LANGUAGE OF COMMUNICATIONS**

All communications between You and Us including all communication of terms and conditions will be in English unless otherwise agreed in writing.

## **9. ELECTRONIC COMMUNICATIONS**

Both parties may communicate with each other using electronic mail and attachments. Both parties accept the inherent risks of using such means of communication. Both parties are responsible for checking that messages received are complete and both agree that in the event of a dispute neither will dispute the legal evidential standing of an electronic document. Any agreement reached using electronic mail will be binding on both parties.

Although We have in place virus protection software You should use Your own virus protection software. Neither We nor You accept any responsibility to the other for viruses that may enter Our respective systems or data via Our electronic communications.

We are unable to accept instructions from You by means of text messages or other electronic messages or messages received other than via Our corporate e-mail addresses or, where relevant, by any software We have asked You to use for the purposes of providing information relevant to Your insurances.

## **10. TELEPHONE COMMUNICATIONS**

Both parties may communicate by telephone but it is agreed that no instructions that require action will be left on any messaging service since neither party can guarantee that they will be received or actioned. Telephone conversations may be recorded by Us for training or monitoring purposes.

## **11. BRIBERY ACT**

We fully comply with the Bribery Act 2010, and will not accept any form of payment, gift or service, the intention of which could be considered to result in the improper performance of Our obligations to You. If We reasonably believe that You have attempted to offer a bribe We will terminate Our agreement with You.

## **12. SANCTIONS**

Every business in the UK is subject to the provisions of Government sanctions and is therefore prohibited from dealing with 'embargoed' entities, for example certain foreign states or 'terrorist' organisations. If You or Your insurer is based elsewhere, including the European Union or the United States of America, additional sanctions may apply. Breach of any sanctions could result in Your insurance being invalid or any claim not being paid. If You have any concerns in relation to any actual or potential sanctions, You should let Us know.

## 13. DATA PROTECTION

### Definitions

“**Data Protection Laws**” means:

the Data Protection Act 2018;

the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary

legislation as amended or updated from time to time in the United Kingdom (“**GDPR**”);

the Privacy and Electronic Communications (EC Directive) Regulations 2003 (“**Privacy Regulations**”); and

any legislation which supersedes, updates or amends the GDPR, Data Protection Act 2018 or Privacy Regulations;

“**Controller**” means the person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;

“**Data Subject**” means the identified or identifiable natural living person to whom the Personal Data relates;

“**Personal Data**” means any information relating to the Data Subject; and

“**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

You have the right to:

- Know how We process Your Personal Data;
- access the data We hold about You, which will be provided to You within one month of Your request, and is free of charge unless We reasonably believe that Your request is manifestly unfounded or excessive;
- have incomplete or inaccurate Personal Data rectified without undue delay;
- the deletion or removal of Personal Data where there is no compelling reason for Us to continue to process it (where You object to Aston Lark processing Your Personal Data based on Our legitimate interests, We shall cease such processing forthwith unless We have another lawful basis for such processing that overrides Your interests, rights and freedoms; or the processing is necessary for the conduct of legal claims);
- restrict Our processing of Your Personal Data (although We will still be permitted to store it where We have a legitimate interest in doing so, for example to address future disputes, in which case access to such Personal Data will be restricted as appropriate);
- data portability (We will provide Your Personal Data in a format that allows You to move, copy or transfer Personal Data easily from one IT environment to another in a safe and secure way, without hindrance to usability);
- object to Our processing Your Personal Data (this can be in relation to only certain types of processing if You wish, so that other types of processing necessary for the performance of Our contractual obligations can continue) where We do so in connection with Our legitimate interests, or in relation to Our profiling Your Personal Data or using it for marketing purposes.

We are committed to keeping Your Personal Data confidential and process all information in accordance with the Data Protection Laws. We would draw Your attention to Our Privacy Notice which can be viewed on Our website or a copy can be provided on request. This explains how We:

- Have reviewed Our internal policies and procedures to enhance the protection of Your Personal Data;
- Assess all Our partners and suppliers to ensure they meet GDPR requirements;
- Increase transparency around how and why We collect and use Your Personal Data to perform Our broking and advisory services;
- Share Your Personal Data within Our group of companies and with third parties to perform these services – rest assured, We will never sell, rent or trade Your Personal Data;
- Advise what You can do with Your Personal Data and how You can exercise Your privacy rights to understand, access, correct, move or delete it;

- Ensure You have a clear choice to decide if and how You want to receive marketing communications from Us and the ability to opt out whenever You choose;
- Provide contact details should You ever wish to complain about Our handling of Your Personal Data.

The information obtained about You will be that which is supplied by You and Your agents and representatives, as well as information: received from insurers and their agents; generally available such as online; and searches that We undertake in relation to sanctions, money laundering, and credit checks.

Each party shall comply with all applicable requirements of the Data Protection Laws. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.

### **Data Principles**

We will abide by the following principles:

- process Your Personal Data lawfully, fairly, and in a transparent manner;
- collect Your Personal Data for specified, explicit, and legitimate purposes and not further process it in a manner that is incompatible with those purposes;
- ensure that Your Personal Data is adequate, accurate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- Personal Data will be kept in a form which permits identification of Data Subjects for no longer than is necessary;
- Personal Data is processed in a manner that ensures appropriate security.

### **Lawful basis for processing**

We will only process Your Personal Data where at least one of the following applies:

- We have Your consent, or
- It is necessary to fulfil Our contractual obligations, or
- It is necessary to comply with a legal obligation to which We are subject, or
- In relation to Our legitimate interests.

Your Personal Data will be used to enable Us to fulfil Our role in relation to Your insurance requirements. This will be by: assessing Your circumstances and insurance needs; presenting such details to insurers and other third parties for the purpose of obtaining quotations and placing cover; processing claims and handling complaints.

Where We use third parties to undertake functions on Our behalf, We will share relevant information with such third parties. This will include, but is not limited to: insurers; loss adjusters and loss assessors; incident management firms; professional advisors; premium finance companies; and IT providers.

We, and other firms involved in arranging Your insurance (insurers, other intermediaries or premium finance companies) may use public and Personal Data from a variety of sources, including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for You and to help prevent fraud. Any credit reference search will appear on Your credit report whether or not Your application proceeds. If You have any questions about this or any other matter, please do not hesitate to contact Us.

Information may also be supplied to external auditors and professional regulatory bodies if required by them and to other parties if required or permitted by law. We do not sell, rent or trade Our mailing lists, phone numbers or email addresses. Companies within the Aston Lark group of companies, as defined in the privacy notice, may contact You about products and services which We believe may be of interest to You. If You do not wish Your data to be used in this way You should write to Our Data Protection Compliance Officer.

Our Data Protection Compliance Officer is John Lunn and he can be contacted at: Aston Lark Limited, Ibex House, 42-47 Minorities, London, EC3N 1DY, or by e-mail at: john.lunn@astonlark.com.

### **Retention**

It is Our policy to retain documents and information about You, including insurances effected on Your behalf, in electronic or paper format for a minimum of seven years or such longer period as appropriate having regard to when a claim or complaint may arise in connection with Our processing of Your information. The legal basis for this processing is that it is necessary for the protection of Our legitimate interests. After seven years, this information may be destroyed without notice to You. You should therefore retain all documentation issued to You.

## 14. COMPLAINTS

It is always Our intention to provide You with a quality service. However should You have cause to complain please refer this to the Compliance Officer, Aston Lark Limited, Ibex House, 42-47 Minories, London, EC3N 1DY. Your complaint will be acknowledged within five (5) working days advising who will be handling the complaint. You will then receive a detailed response within eight weeks, unless We write to You advising that a response will be delayed.

If You are not satisfied with Our response, You may be eligible to refer Your complaint to the Financial Ombudsman Service (FOS), which is an independent complaints resolution service. A full copy of Our complaints procedure is available on request.

You acknowledge and agree that You shall only be entitled to make a claim against Us, and not against any individual employee, director or officer of Ours.

## 15. COMPENSATION

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme should We be unable to meet Our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is currently covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from FSCS. The FSCS can be contacted at:

[www.fscs.org.uk](http://www.fscs.org.uk)

or

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

## 16. PAYMENT OF PREMIUM AND OTHER MONIES

Unless payment is made direct to the insurer or to a premium finance company, You must pay Us all amounts due in accordance with the terms and the payment date specified on Our invoice or other documentation. If payment is made to a premium finance company, You must return all the necessary documentation by the required date. As We are under no obligation to fund premium to insurers on Your behalf, failure to pay the monies due by the payment date may lead to insurers cancelling Your policy.

We reserve the right to make charges, in addition to any insurance premiums, for the arranging, amending, renewing and cancelling any policy of insurance. However, You will not incur a liability to pay a fee unless We have given You prior notice of this.

## 17. CLIENT MONEY

We, in the course of carrying on insurance mediation, handle client money in accordance with the FCA Client Assets Sourcebook (CASS) rules, which are designed to protect You. A copy of the CASS rules are available on request.

We handle client money in either one of the following ways, both of which are described in more detail below:

- i. it is held on Your behalf in a segregated bank account that is subject to a non-statutory trust; or
- ii. it is held by Us as agent of the relevant insurer ("risk transfer").

### ***Non-Statutory Trust***

The aim of the trust is to protect You in the event of Our financial failure, or the failure of the bank or a third party at which the money may be held. In such a circumstance, Our general creditors (or those of the bank or third party) should not be able to make claims on client money, as such money will not form part of Our (or the bank's or third party's) property. The fact that We will hold money on trust gives rise to fiduciary duties which will be owed to You until the client money reaches the insurer, at which time Our fiduciary duties with regard to Your money will cease.

By holding client money subject to a non-statutory trust, We are entitled to and may make advances of credit from the trust to enable a client's premium obligation to be met before the premium is remitted to Us. Similarly, it allows claims and premium refunds to be paid from the trust to a client before receiving remittance of those monies from the insurer.

### ***Risk Transfer***

Risk transfer applies where money is held by Us as agent of a relevant insurer in accordance with a written agreement with that insurer. The written agreement will specify the extent to which risk transfer will apply and whether it includes all items of money or is restricted for example, to the receipt of premiums.

Where risk transfer applies, You will be protected to the extent that any premiums We receive from You are treated as having been received by the insurer. Where the agreement extends to premium refunds and/or claims, any premium refunds or claims will be treated as received by You only when they are actually paid to You.

### ***Segregation of Bank Accounts***

Client money is kept separate from Our own money. Client money will be deposited into a client bank account with an authorised UK clearing bank. Any interest earned on client money that is subject to a non-statutory trust will be retained by Us.

### ***Segregation of Designated Investments***

We may also arrange to hold client money, that is subject to a non-statutory trust, in separately permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into a client bank account. If We do this, We will be responsible for meeting any shortfall in Our client money resource which is attributable to falls in the market value of a segregated investment. Any investment returns on any segregated designated investments will be retained by Us.

### ***Commission***

Where client money is held on a non-statutory trust, We can only withdraw commission from the client bank account in the following circumstances:

i. when We actually receive the premium as cleared funds from You (or from a third party premium finance provider on Your behalf);

and

ii. at the point at which the commission becomes due and payable to Us for Our own account provided this is consistent with the terms of business of the insurer to whom the premium is payable.

Until that point commission will remain client money.

Where risk transfer applies, commission will become due and payable to Us for Our own account immediately on receipt of the premium, provided this is consistent with the terms of business of the insurer to whom the premium is payable.

### ***Payment to Third Parties***

We may transfer client money to another person, such as another intermediary, for the purpose of effecting a transaction through that person. Where We transfer client money that is subject to a non-statutory trust, to another person, We will remain liable to You for such money for as long as it remains client money.

## **18. OUR REMUNERATION**

We are remunerated for Our services in the following ways:

### ***Commission***

When We arrange a policy with an insurer on Your behalf, We may receive commission from the insurer which is a percentage of the total annual premium.

### ***Fees***

We may negotiate a fee with you for Our services, however You will not incur a liability to pay a fee unless We have given You prior notice of this. Occasionally We may charge a fee in addition to any commission We are paid by an insurer, and if this is the case (other than for administration fees) We will advise You of both the commission We will receive as well as the level of the fee to be charged. We will also advise You in the event third party providers that We use to arrange Your insurances charge a fee.

### ***Administration fees***

We will inform You separately of any administration fees that may apply to Your policy. In the event of policy cancellation, any cancellation fee may be deducted from any refund of premium due to You. Subject to Your policy terms and conditions, no refund will be issued in the event of a policy cancellation if a valid claim has been made or is intended to be made under that policy. We reserve the right to deduct any unpaid premium from any claim settlement.

### ***Other income***

In addition to commission, fees and administration fees, We may receive other income from insurers or third parties, including but not limited to additional payments from insurers based upon pre-agreed criteria, and commission payments from premium finance providers.

### ***Services on behalf of insurers***

We have agreements in place with certain insurers that We will undertake certain activities on their behalf which may include producing policy documentation, compilation of risk data, risk identification surveys, and claims management. In return for these services certain insurers will make a payment to Us. These payments are separate, and in addition to, any commissions, fees or administration fees that You pay Us.

### ***Our commitment to transparency***

You are entitled at any time to request information regarding any commission or other income which We may have received as a result of placing Your insurance business. We will provide full details in writing where such request is made within seven (7) working days.

## **19. GOVERNING LAW**

This Agreement is governed by and construed in accordance with the laws of England and Wales. If there is a dispute, it will be subject to the jurisdiction of the courts of England and Wales.

## **20. THIRD PARTY RIGHTS**

No other person has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement other than any associated and/or subsidiary companies and/or parent undertakings of Aston Lark Limited. This provision shall not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

## **21. AMENDMENT TO TERMS**

We may amend the Terms of this Agreement at any time by giving You fourteen (14) days notice in writing. If You do not agree to the amended terms, You may cancel this Agreement from the date when the new terms would otherwise take effect.

## **22. NOTICES**

Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
- (b) sent by email to Our account executive that You normally deal with in respect of notices sent by You to Us and to You or Your nominated individual in respect of notices sent by Us to You.

Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt; and
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, "business hours" means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

## **23. DURATION**

This Agreement shall commence from the date that We advise You, or from the date You appoint Us to act as Your intermediary or You instruct Us to arrange insurances on Your behalf, whether at renewal of Your insurances or otherwise, whichever of these dates is the earlier. This Agreement shall then continue until cancelled in accordance with the Termination Clause below.

## **24. TERMINATION**

You or We may terminate this Agreement by giving thirty (30) days notice in writing. Termination will also be deemed to have occurred in the event that policies arranged by Us for You are terminated or are not renewed.

In the event of termination by You, We will be entitled to receive all fees or brokerage due and payable (whether or not these have been received by Us) in relation to policies placed by Us prior to the termination of this Agreement,

other than where such termination is in relation to Our breach of this Agreement or as a result of Us not providing the Services in accordance with any specific additional service agreement entered into with You.

Either party may terminate this Agreement immediately, by giving notice in writing, if the other party:

- is in material, or repeated, breach of this Agreement, and if such breach is capable of remedy does not rectify such breach within thirty (30) days of written notice of it;
- in the event, or suspicion, of fraud, non-disclosure, or misrepresentation, or dishonesty (including acting in contravention of the Bribery Act or similar legislation);
- immediately, without notice, should either party become the subject of voluntary or involuntary liquidation or administration proceedings or (if applicable) become the subject of an action in bankruptcy or make or propose any composition with creditors or otherwise acknowledge its insolvency, suspends its activities or upon a resolution being passed or an order made for its winding up.

In the event that this Agreement is terminated, We will cease to be Your agent. As a consequence of this We will no longer provide You with any services, including claims handling where this service is provided to You prior to termination, except where We are required to continue handling Your claim under the terms of Our delegated authority granted by certain insurers. Any commission or fee is considered to be fully earned when Your insurance(s) incept and any unpaid commission or fee will be due and payable to Us upon termination. Any unpaid fees may also be due and payable prior to inception of Your insurance(s) subject to the terms of the relevant fee agreement.

Where a policy or policies is cancelled mid-term, We will deduct the commission element from any return premium provided by the insurer(s).

If after termination of this Agreement You still require services from Us, these will be subject to a new written Agreement and We reserve the right to make an additional charge for these services, however there is no obligation on Us to agree to perform such services.

Aston Lark ToBA July 2018