

Agenda 6e

F+O
02-10-23



Mrs Milly Southworth
Torpoint Town Council
1-3 Buller Road
Torpoint
Cornwall
PL11 2LD

Our Ref: 19579800
12th September 2023

Dear Milly,

Engineering and Construction Ren 2023 - Engineering

I am writing to you in connection with your above policy with Allianz Engineering which falls due for renewal on 30th October 2023. I am pleased to offer you the following terms for the period of cover from 30th October 2023 to 29th October 2024 with an alternative provider, British Engineering Services.

The Premium is £512.00 including Insurance Premium Tax (IPT) and fees from British Engineering Services Limited

Your Needs

From our knowledge of your circumstances and the information provided by you, it has been established that you have a requirement for the following cover.

A Combined policy designed to provide cover for the main insurance needs of your business resulting from damage or breakdown of plant or machinery. Cover may include a combination of damage to property, business interruption and inspection of plant or machinery to conform to relevant legislation.

Our Advice

We are providing advice to you in relation to the suitability of our recommendation to meet your needs.

The Capacity in which we act

In order to meet regulatory obligations, we are required to provide details to ALL clients of the capacity in which we are acting during three key stages of the insurance cycle.

In respect of this contract:-

- In sourcing a suitable policy for you – We are acting as your agent
- When placing cover – We will be acting as agent of the insurer
- In the event of a claim – We will be acting as your agent



Broker at LLOYDS



James Hallam Council Guard
Spargo House, 10 Budshead Way, Plymouth PL6 5FE
Web: www.jameshallam.co.uk
Tel: 01752 670440 | Fax: 01752 229125

Registered in England Company No. 1632840
Registered office: 156 South Street, Dorking, Surrey RH4 2HF
James Hallam Council Guard is a trading name of James Hallam Limited
James Hallam Limited is authorised and regulated by the Financial Conduct Authority
Registration number 134435

Our Recommendation and Market Selection

The renewal documents from your current Insurer Allianz Engineering are attached. Renewing with Allianz would be £543.69

Based on this information and on our knowledge of the market, we recommend that you place your business with British Engineering Services Limited as:

We are providing a Personal Recommendation in relation to the suitability of this product to meet your needs.

Insurer Selection

Following a review of your requirements, we have selected an insurer and product after having carried out a fair and personal analysis of the market available to us for this type of insurance.

We believe that the terms presented provide a scope of cover and premium that is appropriate to satisfy your insurance requirements having taken into account the specific nature of your own risk profile.

The cost of cover at the start of last year and what the cost would have been for the cover required at the end of the year, at last year's rates, are also shown for comparison.

	Cover at Start of Last Year (GBP)	Recommended Quote (GBP)
Premium	403.28	412.50
Insurance Premium Tax	7.98	12.00
VAT	67.34	62.50
Admin Fee	25.00	25.00
Total (GBP)	503.60	512.00

The risk details on which our recommendation is based are shown on the enclosed quotation and we believe these meet all the requirements we have identified, unless otherwise stated. It is important that you review the risk details to ensure that your requirements are accurately reflected. The main terms and conditions of the covers are outlined in these documents, but full details are contained in the policy document, a copy of which is available on request.

We ask that you check all these documents carefully to ensure that all the details they contain remain accurate. Should any of the information be inaccurate, or you feel that the levels of cover need updating, please let us know immediately. A further review may then be required to establish the correct recommendation for your insurance needs.

Significant warranties, conditions, exclusions and subjectivities

We draw your attention to:

Subject To: QC001 - The quoted price includes the provision of electronic Examination reports.

Notes: INFO001 - It is your responsibility to advise us of the next due Examination date(s) of any Plant added to your Plant Schedule. If you fail to advise us of such due date(s) we will apply a due date of 60 days from the date the relevant Plant was added to the Plant Schedule.
INFO003 - GBP100.00 - Our standard excess applies to this policy.

Policy Wording: <http://www.britishengineeringservices.co.uk/app/uploads/2019/06/British-Engineering-Services-Inspection-TC.pdf>

Your duty of Fair Presentation

Under the Insurance Act 2015 (which applies to all policies inception, renewed or altered after 12th August 2016) you have a Duty of 'Fair Presentation'

You must: -

Disclose all 'material circumstances' which you know or ought to know or, failing that, Provide sufficient information to put the underwriter on notice to ask further questions. In providing a Fair Presentation you are deemed to know what your senior management knows, what the people arranging the insurance know and ought to know what would reasonably have been revealed by a reasonable search. There is no longer an exemption from providing information about matters which are subject to a warranty (including any breaches) which should now form part of the fair presentation.

You do not have to disclose information if the insurer knows it, ought to know it or is presumed to know it. The insurer knows what is actually known to its underwriter or their agent. The insurer is presumed to know what underwriters writing that class of business should know

FAILURE TO COMPLY MAY ENTITLE THE INSURER TO AVOID THE POLICY, IMPOSE ADDITIONAL TERMS OR REDUCE CLAIMS PAYMENTS

Warranties and Risk Mitigation Terms

The provisions in the Insurance Act relating to warranties apply to you. The Act does not introduce a new definition of 'warranty' however:

Any term which seeks to make information provided when the policy was purchased into an insurance warranty will have no effect.

Warranties have become a suspensive condition. Cover is suspended whilst you are in breach but will be restored once the breach is remedied.

Warranties and similar terms which seek to mitigate risk will not be effective if you can show that non-compliance "would not have increased the risk of the loss which actually occurred in the circumstance in which it occurred

Making a Claim

Your policy document details all the claims conditions, and we would recommend that you familiarise yourself with these. One of the conditions is the requirement to notify any losses promptly, as failure to do so may invalidate your policy. Certain claims e.g. theft, loss of money or malicious acts must be immediately reported to the Police and you will be provided with a Police incident reference.

When you become aware of an incident that might give rise to claim, it is important that you either inform us as your brokers, or your insurers via their Claims Helpline Number as soon as practically possible.

Terms of Business

Our terms of business are attached for your information which confirms amongst other matters our authorisation and regulatory status with the Financial Conduct Authority.

Renewing Cover

To proceed with this renewal please confirm your instructions to us in writing prior to 30th October 2023 please note that no cover will attach until such time as we receive your instructions and confirm to you that the insurance is in place.

Many thanks for asking us to look after your business and we look forward to receiving your instructions to continue to do so in due course.

Yours sincerely,

Leigh-Anne Davidson

Leigh-Anne Davidson
Senior Client Advisor

Tel:

E-Mail: Leigh-Anne.Davidson@jameshallam.co.uk

Quote

British Engineering Services Limited - BES Engineering Inspection	
	(GBP)
Premium excl. IPT:	412.50
IPT:	12.00
Fees:	25.00
VAT:	62.50
Total Amount:	512.00

Terms of Business – Commercial Customers

This agreement is intended for 'Commercial' customers rather than 'Consumers' (retail customers); Commercial customers are those that are – to any extent – acting within their trade, business or profession. If you are not a Commercial customer, ask us for our Consumer Terms of Business Agreement.

Acceptance

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all of the information carefully and, we would like to draw your attention to the 'Duty of Fair Presentation', the 'Processing of your Personal Data' and also the 'Client and Insurer Money' sections. By asking us to quote for, arrange or handle your insurances, you are deemed to be providing your informed agreement to these Terms of Business. If you do not agree to any part of the information, please write to us.

This agreement will supersede any previous version of our Terms of Business

Who regulates us?

James Hallam Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Firm Reference Number is 134435. Our details may be confirmed on the Financial Services Register at <https://www.fca.org.uk/firms/financial-services-register> or by calling 0800 111 6768.

Our permitted business is introducing, advising, arranging, dealing as agent, and assisting in the administration and performance of general insurance contracts, and credit broking in relation to insurance instalment facilities.

Our Service

We act as an intermediary, not an insurer.

We are committed to providing you with a quality service. We only select from insurance products in which we have confidence to meet the needs of our clients.

As a broker, we will act on your behalf when arranging your insurances, when helping you make changes to your policy when you renew your insurance or when you make a claim. If there are any circumstances when we act as an agent of the insurer (e.g., in binding the insurer to contract or in handling or settling claims) we will let you know before your insurance arrangements are concluded.

Under risk transfer, we also act on behalf of insurers when collecting premiums and handling refunds due to clients as well as the transfer of claims monies. Such monies are deemed to be held by the insurer(s) with whom your insurance is arranged.

If you mislay your policy at any time, we will arrange a replacement policy document, if you request it.

As your agent and unless we hear from you otherwise:

We will assist in arrangement and administration of your insurances (and on-going changes) including agreeing the terms and conditions of your insurance policy with insurers consistent with your instructions.

Upon receipt of your instruction we will place, amend or renew insurance cover on your behalf with insurers.

We will advise you of any inability to place your insurance.

We will assist you if you need to make a claim, or where we outsource claims handling facilities to provide you with an enhanced service.

You should not rely on any insurance policy you have instructed us to place on cover until we have confirmed in writing to you that the insurer has agreed to such insurance cover being in force

Scope of Our Recommendations

We will ask questions to enable us to help identify your insurance requirements; this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

Unless stated otherwise we will make a personal recommendation to you as the most suitable based upon our assessment of your needs and our experience of dealing with similar risks. This may or may not always be on the basis of a fair and personal analysis of the market (see below).

The recommendation will include a summary of our assessment together with type of policy and cover proposed and the associated cost.

We will undertake to provide you with details of the main features of the product and services, which we will offer.

Where we are making a personal recommendation based on a fair and personal analysis of the market, this will involve an assessment of a sufficient number of target market products, their product features, the premium and the service provided by the insurer.

We are not under a contractual obligation to do so, but on occasion, we may only be able to offer the products from a single insurer or from a panel of insurers at which time we will provide you with a list of the insurers concerned prior to the conclusion of your insurance arrangements.

If we propose using another intermediary to help to place your business, we will also advise you accordingly.

Where we declare that we are not providing a personal recommendation we will simply provide you with information (with no advice) to enable you to make an informed decision on how you wish to proceed.

Law and Jurisdiction

These Terms of Business are governed by and in accordance with the laws and jurisdiction of England and Wales.

If you are domiciled in a country other than the UK, then the laws or regulations in your country of domicile may take precedence over any relevant UK legislation. Therefore, references in this document to the FCA or Financial Ombudsman Service (FOS) and any rights or benefits may not apply.

Limitation and Exclusion of Liability

Unless we have otherwise agreed with you in writing our liability to you (whether in contract or tort including negligence) will in all circumstances be limited up to £10,000,000 per any one claim and also in the aggregate..

Notwithstanding the preceding paragraph we shall not be liable to you under any circumstance for any loss of profit indirect loss or consequential loss whatsoever.

This exclusion and limitation will not apply in respect of our liability:

- i) arising from any fraudulent act or
- ii) for death or personal injury arising from our negligence or
- iii) from any duty or obligation owed to you under any statutory or regulatory stipulation.

Your Duty of Fair Presentation Under the Insurance Act 2015

You have a Duty of 'Fair Presentation' which means you must:

- Disclose all "material circumstances" which you know or ought to know or, failing that,
- Provide sufficient information to put the underwriter on notice to ask further questions.

In providing a Fair Presentation you are deemed to know what your senior management knows, what the people arranging the insurance know and ought to know what would reasonably have been revealed by a reasonable search. There is no longer an exemption from providing information about matters which are subject to a warranty (including any breaches) which should now form part of the fair presentation

You do not have to disclose information if the insurer already knows it, ought to know it or is presumed to know it. The insurer knows what is already known to its underwriter or their agent. The insurer is presumed to know what underwriters writing that class of business should know.

All statements and information disclosed verbally and on proposal forms, statements of fact, claim forms, declarations and other documents should be completed in full, and be true and accurate. Where forms are completed or partially completed on your behalf you should check them for accuracy before signing. If you are in any doubt as to whether a fact is material, you should disclose it.

FAILURE TO COMPLY MAY ENTITLE THE INSURER TO AVOID THE POLICY, IMPOSE ADDITIONAL TERMS OR REDUCE CLAIMS PAYMENTS.

Notification of Changes and Alterations

Please notify us immediately in the event of any change in your circumstances which are detailed in your proposal form or statement of fact.

We would also refer you to the section titled **Your Duty of Fair Presentation** which details your duty to always provide complete and accurate up to date information to your insurers.

Amendments to policies after inception may be arranged upon receipt of your instructions with full details. Cover is subject to acceptance by insurers and the payment of any additional premium required, if applicable.

Renewals

Renewals are invited on the basis that there have been no changes to your circumstances or the risk other than those specifically notified to your insurers and for which you have received an acknowledgement and revised documentation. Please see section headed **Notification of Changes and Alterations** which also outlines your duty of care with regards to Disclosure and Fair Presentation.

Insurer Security

Insurers are subject to FCA regulation and are required to have adequate capital resources. We carry out regular due diligence checks on all insurance markets used but cannot guarantee the solvency levels of any individual insurer. Your liability for the premium, whether in full or pro rata, may arise under policies where a participating

insurer becomes insolvent. An insolvent insurer may also be unable to meet a proportion or all of any claim made. Consequently, we recommend that when selecting an insurance product, also consider insuring with those firms with higher credit ratings which also satisfy our requirements. Should you be concerned or require any further information regarding your insurer then we will discuss this with you on request.

Quotations

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

Documentation

Documentation including your policy schedule and certificate (if applicable) will be issued to you in a timely manner. It is your responsibility to read all documentation upon receipt to ensure that all details are correct and that the cover provided meets with your requirements.

We will arrange cover according to your instructions but only you can identify if this does not meet your intended requirements.

Any query regarding the accuracy of the information shown or any uncertainty over the content should be raised with us immediately.

Incorrect information disclosure or non-disclosure may invalidate your policy cover completely or mean that in the event of a claim all or part of it may not be paid.

Payment of Premium

We must receive your payment, unless it is made by you directly to the insurer, by cheque, credit or debit card, or be in receipt of a completed Direct Debit Mandate (with deposit if required) drawn on a bank or building society or UK financial institution account in the policyholder's name and before cover commences unless we agree otherwise in writing.

We do not accept payment by cash or postal order but a bankers' draft or building society cheque is acceptable if it shows the policyholder's name as account holder.

We have no obligation to fund any premium, taxes or fees (if applicable) on your behalf nor do we have any responsibility for any loss you may suffer as a result of cancellation of insurance cover, or any other prejudicial steps taken as a result of late or non-payment substantially attributable to you. If we decide to retain certain documents whilst awaiting full payment of premium, fees or administration charges we shall provide details of your insurance cover and any information or documents required by law.

We are entitled (but not obliged) without providing notice to you to set off any amounts due to us from you, against any amounts which we may receive on your behalf (i.e. claims moneys, refunded premiums and other sums). Please be aware that full or partial non-payment of a premium or default on a credit agreement may result in the notice of cancellation or lapsing of your policy. You will also be responsible for any collection costs, legal fees and court costs that we may incur in recovering debts due from you.

Transferred Business

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

Cancellation

You may cancel your policy at any time.

On receipt of your request, we may require you to confirm your instructions in writing and also return the policy document.

You may be entitled to a refund of premium where no claims have been made and or where a minimum and deposit premium has not been charged.

Please refer to your policy documents for full details of the cancellation terms

Ending your Relationship with Us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt.

If our authority to act in connection with your insurance arrangements is terminated (by you or us), you will remain liable to pay for any premium or fee for any transaction concluded prior to the termination. Any transaction in progress at the time of termination will be completed unless we receive written instructions to the contrary.

You will also be liable for the payment of any premium or fee, which may become due upon completion of any pending transaction.

We also reserve the right to cancel this agreement at any time. In any event, we will provide you with at least 7 days' notice in this regard to enable you to make alternative insurance arrangements. Valid reasons may include non-payment of premium or fees, failure to provide requested documentation or information, deliberate failure to comply with terms set out within this Agreement or insurer's documentation, or deliberate misrepresentation or non-disclosure or attempted fraud. We will notify you of any such termination in writing together with an explanation for our decision if appropriate.

Claims

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

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

We will remit claims payments received on your behalf to you as soon as practicable after confirmation of receipt of cleared funds in our bank account.

If an insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts. We reserve the right to charge for our claims service if you request this to extend beyond our appointment to your policy and this will be confirmed in writing before you incur any charge.

If our authority to act in connection with your insurance arrangements is terminated (by you or us) we will immediately cease to handle and manage claims already reported and will be unable to deal with any which may be subsequently incurred.

Severability

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

Assignment

We are entitled to assign the benefits of these Terms of Business (but not the burdens as set out in these Terms of Business) to any other company within the Group of Companies of which we are part of but then only for so long as such the Company remains a member of the said Group. We are entitled to transfer Client Monies to a similar bank account held in the name of any other company within the Group of Companies of which we are a part but then only for so long as such Company remains a member of such Group.

Our Remuneration / Fees

In return for placing your business with insurers underwriters and or other product providers, we generally receive a commission from them which is a percentage of the annual premium that you are charged.

We may on occasion also receive additional payments from insurers depending upon the volume of our account with them and or the profitability of that account.

For arranging premium instalment facilities, we earn commission from our premium finance provider(s) which is usually a percentage of the interest that you pay. This means that the amount you pay for credit and the overall cost of arranging your insurance will vary according to the interest charged by the lender and the amount of commission we earn. There may be occasions where there is a choice of instalment payment options which may charge different interest rates. Typically, we will not receive any instalment payment commissions from insurers if policies are placed on direct debit instalment arrangements with the insurer. We will only receive commissions from the premium finance providers.

Using premium finance or paying an insurer direct debit arrangement (rather than paying the premium in one amount) makes the overall total cost of the insurance more expensive.

A full breakdown of the cost of your insurance including any administration fee and the cost of credit where applicable will be provided as part of your new business or renewal quotation before you decide whether to proceed.

In any instance where we elect to either charge you a Brokerage Fee in addition to or in lieu of commission, we will confirm to you, prior to the conclusion of your insurance arrangements, the method of the remuneration and the amount of any fees payable by you.

You are entitled at any time to request information regarding any commission which we may have received as a result of us placing your insurance business or arranging premium finance. Please be assured that the way in which we are remunerated will not at any time conflict with our responsibilities to meet your insurance needs and treat you fairly.

Our remuneration in whatever form and in respect of any policy shall be due on the date of inception or renewal of that policy. We shall be entitled to retain all commission and/or agreed fees in respect of the full policy period including where you appoint another intermediary in our place during the currency of the existing policy or where a policy is cancelled after inception or renewal.

Conflict of Interest

Circumstances may arise where we may have a potential conflict of interest between us and you or between you and another of our clients.

For example, we may arrange insurance for you through Touchstone Underwriting Ltd which is a wholly owned Managed General Agency of Seventeen Group Ltd, who also own James Hallam Ltd.

We operate conflict management policies and procedures which are designed to prevent any conflict of interest adversely affecting or compromising your interest. In such instances we will always act in your best interests when arranging such cover.

If you wish to discuss this arrangement, please contact us.

Client and Insurer Money

Prior to your premium being paid to the insurer, and for your protection, we hold your money as an agent of the insurer, (termed risk transfer) in which case your policy is then treated by the insurer as being paid for, and the premium being held in a client bank account on trust for you.

The account in which these funds are kept is a Non-Statutory Trust Account (as defined by the FCA Rules). This means that we may extend credit to other customers from this account.

However, your money will be always protected because of the requirements of FCA rules. We also reserve the right to retain interest earned on this account.

By accepting these Terms of Insurance Business document, you are giving your consent for us to operate in this way.

Processing your Personal Data

In our dealings with you, we will always comply with all applicable Data Protection Legislation (including, as appropriate, the Data Protection Act 2018, the General Data Protection Regulation, any relevant secondary legislation, and any amendments or replacements to any of these). Please ensure that if applicable your directors, employees, contacts and agents are aware of this section on Confidentiality and Data Protection.

We implement generally accepted standards of technology and operational security in order to protect personal data from loss, misuse, or unauthorised alteration or destruction. We will notify you and all relevant individuals promptly in the event of any breach of personal data which might expose you or (if applicable) your directors, employees, contacts or agents to serious risk.

- (a) Individuals have the following rights in respect of their personal data held by us:
- (b) to access any personal data which we hold on them. This may be obtained by writing or emailing to the Data Privacy Officer [details as shown below]. Where permitted under Data Protection Legislation, a nominal charge may apply for providing the information;
- (c) to be provided with information about how their personal data is processed (this information is set out in these Terms of Business); to have their personal data corrected where necessary (they should contact us promptly if they become aware of any incorrect or out-of-date information);
- (d) to have their personal data erased in certain circumstances (please refer to the appropriate data protection legislation or consult the Information Commissioner's Office for information or details);
- (e) to object to or restrict how their personal data is processed;
- (f) to have their personal data transferred to themselves or to another business.

Individuals also have the right to take any complaints about how we process their personal data to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF <https://ico.org.uk/concerns> or by calling 0303 123 1113.

For more details, please request a copy of our Privacy Policy which can also be viewed on our website. If you wish to exercise any of your rights [as stated above] or if you have any query in relation to the processing of your Personal Data please address any correspondence to:

The Privacy Officer, James Hallam Ltd, 10th Floor, 2 Minster Court LONDON EC3R 7BB or email us at: privacy@jameshallam.co.uk

We may collect, use, transfer or store personal data relating to you (applicable to individuals only) or where applicable your directors, employees, contacts and agents where necessary in order to:

- (a) perform insurance contracts with individuals or take steps at an individual's request prior to entering into such a contract.

Exercise our legitimate business interests as an independent insurance broker in order to provide the relevant information and services.

- (b) carry out other functions with express consent (which may be amended or withdrawn at any time by notifying us);
(c) comply with our legal obligations.

Where you provide personal data relating to any individual you must ensure that you are entitled to do so.

We will use that personal data and may disclose some or all of it to other parties, for the purposes of arranging, placing and administering your insurance. These other parties may include the FCA for compliance matters; insurance companies and other agents for underwriting and claims purposes and credit agencies for premium collections identity checks and anti-fraud protection. We may also monitor and record phone calls in the interests of security and staff training.

We may in addition use personal data for communicating with you about our insurance products and services (and similar products or services provided by us). Communication with you in this regard may include mail, SMS text, telephone or email. If individuals do not want us to use their information in this way, they should notify us promptly in writing or email to that effect or use the unsubscribe option provided in each communication.

We will never sell personal data or, except as mentioned above, make it available to any third parties without appropriate prior consent (which may be freely amended or withheld) except where required to do so by law or in the event that we sell any part of our business or assets (in which case we may disclose personal data confidentially to the prospective buyer as appropriate in accordance with our legitimate interests in that respect).

Notwithstanding the above, all personal data of a sensitive nature (as defined in the Data Protection Legislation) will be treated as strictly private and confidential.

We will not use or disclose it except either with explicit consent or where we are required to do so for legal or regulatory purposes and/or permitted to do so by the Data Protection Legislation.

In processing personal data for insurance purposes about health or criminal offences we will only do so to enable us to provide our service to you and because of it being in the public interest.

Complaints

It is our intention to always provide a high level of service. However, if you have reason to make a complaint about our service, please address any correspondence to:

The Complaints Officer, James Hallam Ltd, 10th Floor, 2 Minster Court LONDON EC3R 7BB or email complaints@jameshallam.co.uk

. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service (FOS).

You will be able to do this if you fall within any of the following categories;

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Micro-enterprises (businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million)
- Other small businesses (with an annual turnover of below £6.5m, and less than 50 employees or with an annual balance sheet total of below £5 million)
- Charities with an annual income of under £6.5 million
- Trustees of a trust with a net asset value of under £5 million

Whether you are so entitled will not affect the promptness and fairness with which we will strive to resolve any complaints. You can contact the FOS by telephone on 0800 023 4567 and further information is available at www.financial-ombudsman.org.uk. If you do decide to refer any matter to the FOS your legal rights will not be affected. (If your complaint cannot be resolved immediately, you may be required to put this in writing for us to investigate further).

A copy of our complaints procedure is available on request.

Rights of Third Parties

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

Financial Crime

As an FCA regulated company, we work within its regulatory framework designed to prevent financial crime – such as financial sanctions, money laundering, fraud or bribery and corruption. We may need to seek additional information from you to ensure compliance with these obligations

We are required to report to the National Crime Agency and / or Serious Fraud Office any evidence or suspicion of financial crime.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business, the size of your business and the circumstances of the claim. Insurance advising and arranging is covered for:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for compulsory classes of insurance (such as Third-Party Motor or Employers Liability); and 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or by visiting www.fscs.org.uk/

Ref: Commercial TOBA 10.7 DEC 2022

JAMES HALLAM INSURANCE BROKERS
SPARGO HOUSE
10 BUDSHEAD WAY
PLYMOUTH DEVON
PL6 5FE

ENGINEERING NORTHERN
57 LADYMEAD
GUILDFORD
SURREY, GU1 1DB

Tel: (01483) 265 908
Fax:

Date: 16th August 2023

RE: TORPOINT TOWN COUNCIL
Policy number: 18/NZ/29189977/10
Renewal of Machinery Options Policy

This Inspection Contract and/or insurance Policy are due for renewal on 30th October 2023. We are pleased to enclose the renewal Schedule which sets out the details of your Inspection Service and/or insurance cover (as requested) with effect from the renewal date.

The renewal Schedule, Inspection Contract and/or insurance Policy wording (as applicable) should be read carefully together to ensure that the Inspection Service and/or insurance cover is as required. If you require a copy of the booklet containing the Inspection Contract and the insurance Policy wording, or a copy of the Policy Overview, please contact us.

The inspection Fee and/or insurance Premium due is £518.69 including tax. VAT documents are enclosed where applicable. The renewal terms have been issued on the basis of the Plant information held by ourselves. The inspection Fee and/or insurance Premium have been calculated based on the attached Plant Schedule for the Period of Cover stated in the renewal Schedule. If, following a subsequent inspection(s) during the Period of Cover, the inspection Fee and/or insurance Premium exceeds or falls short of the renewal inspection Fee and/or insurance Premium based on more or less or different Plant then the Insured shall pay or the Insurers shall refund the difference in the inspection Fee and/or insurance Premium.

We trust these renewal terms are acceptable, however should you wish to discuss any aspect of this renewal including the inspection fee and/or insurance Premium quoted or the terms and conditions or require any assistance in securing renewal then please do not hesitate to contact us.



Please note this Inspection Contract and/or insurance Policy will renew from 0:01 hours on the morning of the 30th October 2023 and will expire at midnight on the evening of 29th October 2024.

If you do not intend to renew, you are required to notify us on or before the renewal date otherwise you will be liable for payment for any inspections completed post renewal. This is detailed in your Inspection Contract under Condition 3.8.

We look forward to renewing with you.

Yours faithfully

Allianz Engineering, Construction & Power

Machinery Options Policy

Renewal Schedule



Please note that the inspection Fee and/or insurance Premium and the terms and conditions of your Inspection Contract and/or Insurance Policy have been based on the details you have given us. If there have been any alterations to those details it is important that you tell us about them **as soon as possible**. It may affect your insurance cover and the amount payable in the event of a claim if you fail to do so. If you have any doubts about what you should tell us, please contact your broker or Allianz Engineering. Insurance is only provided for the plant disciplines which are listed in the Plant Schedule. Please ensure these cover your insurance requirements.

Policy Number: 18/NZ/29189977/10 **Client Number:** C018701054
Account Number: 18/16513 **Agent:** JAMES HALLAM INSURANCE BROKERS

The Insured: TORPOINT TOWN COUNCIL

Registered Address 1-3 BULLER ROAD
TORPOINT
PL11 2LD

Inspection Fee:	£ 367.00	Annual Premium:	£ 436.91
Value Added Tax:	£ 73.40		(excluding tax)
Insurance Premium:	£ 69.91		
IPT:	£ 8.38		
Total Renewal Fee:	£ 518.69		

Business Description: TOWN COUNCIL

Period of Cover

(Period of Cover is the Contract Period of Inspection Service or Period of Insurance or both)

Effective Date: 30/10/2023 **Expiry Date:** 29/10/2024
(Both Dates Inclusive)

Clauses

COVER

Cover Option		Limit of Liability	Applies to inspected plant listed below:
1	SUDDEN AND UNFORESEEN DAMAGE	£500,000	Lifting plant
2	BREAKDOWN / EXPLOSION	Not Covered	
3	ACCIDENTAL DAMAGE	Not Covered	
4	OWN SURROUNDING PROPERTY	Not Covered	
5	OWN SURROUNDING PROPERTY	Not Covered	

ENHANCED COVER

EXTENSIONS



The following Insurance Cover Extensions are added to the Policy

Extension 11 Undamaged Parts or Components

the cost incurred by the Insured of replacing or modifying undamaged parts or components of the Insured Property following loss or damage insured by this Policy.

Provided that

- A. the prior agreement of the Insurers has been obtained
- B. replacement or modification of the undamaged part or component is necessitated solely due to its incompatibility with the part or component replaced as a result of the loss or damage
- C. the liability of the Insurers under this Extension shall not exceed £25,000

Extension 12 Hazardous Substances

the Additional Cost incurred by the Insured in repairing or replacing Insured Property due to contamination by a Hazardous Substance following loss or damage indemnified under this Policy.

This includes the additional expenses to clean up or dispose of such Insured Property.

Hazardous Substance means any substance other than ammonia that has been declared to be hazardous to health by a government agency.

Additional Cost means expense incurred by the Insured beyond what would have been required had no Hazardous Substance been involved.

Provided that the liability of the Insurers under this Extension shall not exceed £25,000.

Extension 13 Environment and Efficiency Improvements

the additional costs incurred by the Insured in replacing Insured Property following loss or damage indemnified under this Policy with Plant or Machinery which is better for the environment or more energy efficient than the Insured Property being replaced.

Provided that

- A. the prior agreement of the Insurers has been obtained
- B. the liability of the Insurers under this Extension shall not exceed 125% of the cost had the repair reinstatement or replacement been carried out with Plant or Machinery of a similar quality to the Insured Property lost or damaged or £25,000 whichever is the lesser.

Extension 14 Cost of Hiring

hire charges incurred for the hire of an item of Plant to replace an item of Insured Property during the period that repair or replacement is carried out following loss or damage insured by this Policy.

Provided that

- A. repair or replacement is carried out without unavoidable delay and
- B. hire of a replacement item of Plant is necessary to continue the Insured's business and
- C. the hire charges are incurred in the period beginning with the occurrence of loss or damage to Insured Property and ending no more than 3 months later
- D. the prior agreement of the Insurers has been obtained and
- E. the liability of the Insurers for hire charges shall not exceed £25,000.

The Insurers will also indemnify the Insured under the terms of Extension 8 of this Policy against sums they become legally liable to pay under the terms of their hiring agreement or otherwise in respect of Hired in Plant.

Provided that

1. Hired in Plant shall mean Plant or Machinery for which the hire charges are indemnified under the terms of this Extension and not as defined in Extension 8.
2. Paragraphs b) and c) of the provisos to Extension 8 are deleted.
3. The liability of the Insurers under this Extension for loss of or damage to Hired in Plant and continued payment of hire charges shall not exceed £25,000.

(Memorandum : E /1079/01)

EXCLUSIONS

This policy does not cover

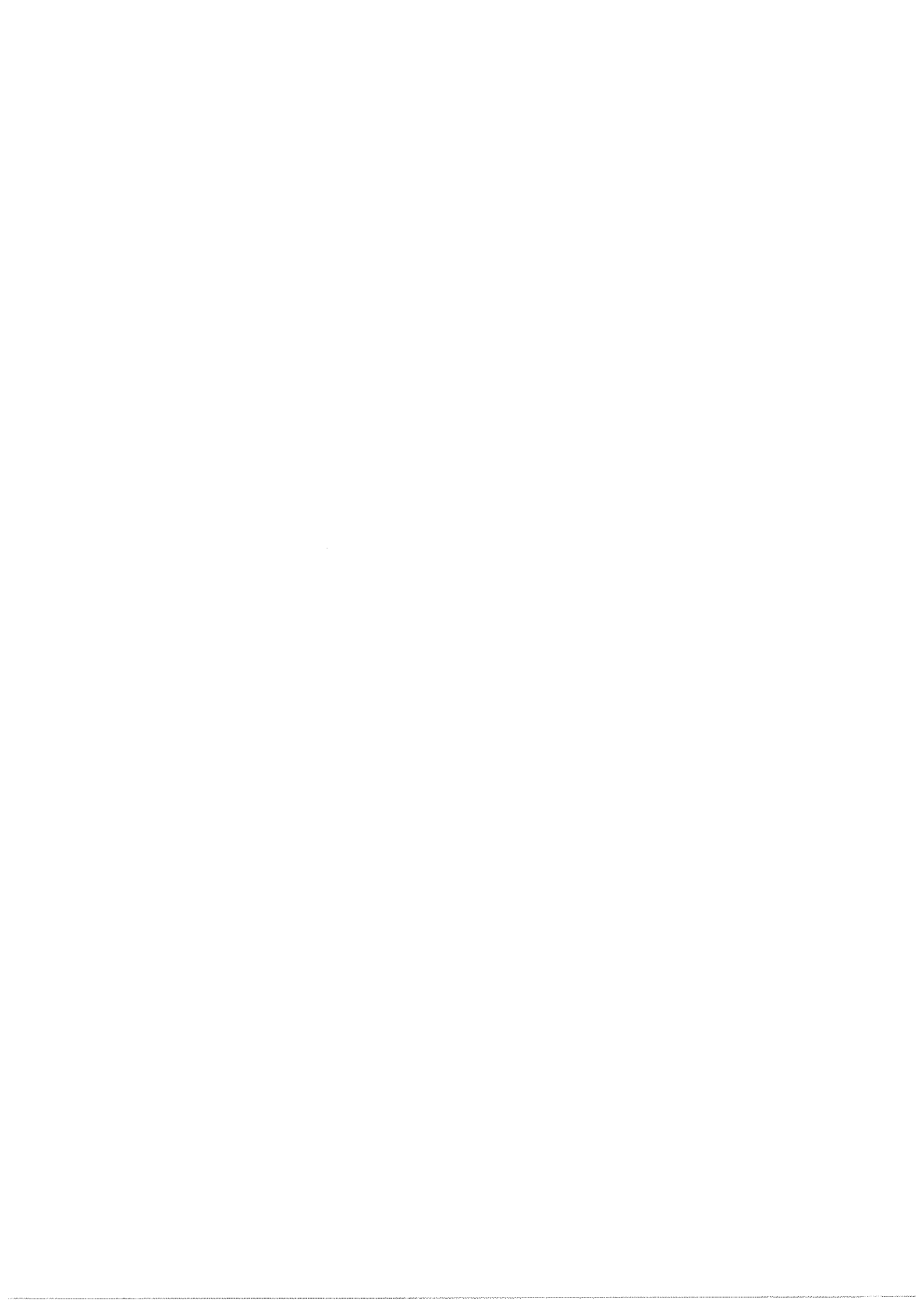
EXCESS

the first £250

(Memorandum : E /1000/02)

Cyber Event

The following Exclusion is added to the Policy



4 Cyber Event

- A. Damage to, loss, destruction, distortion, erasure, corruption, alteration, theft or other dishonest, criminal, fraudulent or unauthorised manipulation of Electronic and Digital Data from any cause whatsoever (including, but not limited, to Computer Attack) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.
- B. However, in the event that an Insured Event listed below results from any of the matters described in A. above, this Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover a direct physical damage and/or a consequential loss therefrom occurring during the Period of Insurance to property insured by this Policy directly caused by such an Insured Event to the extent covered and not otherwise excluded under this Policy.

Insured Event:

Any loss or damage other than loss or damage due to or caused by malicious persons

For the purposes of this Exclusion

Electronic and Digital Data means data of any kind including, but not limited to, facts, concepts, or other information in a form useable by computers or other electronic or electromagnetic data processing equipment.

Electronic and Digital Data shall also include computer software and all other coded instructions for the processing or manipulation of data on any equipment.

Computer Attack means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilising the computer system or network of whatsoever nature.

Exclusion 4 E Risks is deleted from the Policy and of no further use.

(Memorandum : E /1080/01)

CONTAGIOUS AND INFECTIOUS DISEASE

The following General Exclusion is added to the Policy

7 Contagious and Infectious Disease

Loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- A. a Contagious or Infectious Disease;
- B. the fear or threat (whether actual or perceived) of a Contagious or Infectious Disease;
- C. the presence or suspected presence of Pathogens at, in or on the premises or property of any person or entity; or
- D. any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a Contagious or Infectious Disease or any Pathogens, irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this exclusion will not apply to Physical Damage to Insured Property insured under the Policy directly resulting from such Physical Damage.

For the purposes of this exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties. Cost or expense includes, but is not limited to any cost to:

1. clean-up, detoxify, decontaminate, or remove Pathogens from any property where the property is or is feared to have been affected by Pathogens or a Contagious or Infectious Disease;
2. monitor or test for Pathogens or a Contagious or Infectious Disease; or
3. provide medical treatment for persons affected by a Contagious or Infectious Disease

Physical Damage means physical loss, physical damage or physical destruction. For the avoidance of any doubt, the presence of a Pathogen on property or contamination of property by a Pathogen does not constitute Physical Damage; Physical Damage does not include any damage, accidental or otherwise, that is not physical, to tangible Insured Property or include any legal liability, compensation or claimants costs for any loss, damage or injury

Malicious persons do not include persons who maliciously, deliberately or recklessly:

1. cause Pathogens to come into contact with the premises or property of any person or entity; or
2. cause or attempt to cause another person or persons to contract a Contagious or Infectious Disease and, in or by so doing, cause Pathogens to come into contact with the premises or property of any person or entity.

Contagious or Infectious Disease means

Any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of



any Pathogen, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food)

Pathogen means

Any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a Contagious or Infectious Disease

(Memorandum : E /1112/01)

