

### Milly Southworth

COUNCIL 16/10/25

From: Leigh-Anne Davidson <Leigh-Anne.Davidson@jameshallam.co.uk>

**Sent:** 07 October 2025 11:20

**To:** clerk@torpointtowncouncil.gov.uk

Cc: Colin Raffell

**Subject:** Torpoint Town Council - Engineering Renewal - Due 30th October 2025 **Attachments:** Renewal Proposal Existing Advised.pdf; Quote Torpoint Town Council

AQR0070515.pdf

Good Morning Milly,

**Quote for your BES Group Inspection Insurance Our Ref: 19579800** 

Hope all is well with you and your team over the water in Torpoint

I am pleased to attach our recommended quote for renewal of your BES Group Inspection Insurance from British Engineering Services Limited for the period from the 30th October 2025 to the 29th October 2026.

The premium (including IPT and all fees) for the year will be: £ 550.22.

Please ensure you read through the attached and confirm that it meets your requirements. If you have any queries about this, please get in touch. Otherwise, I look forward to receiving your instructions to proceed prior to the renewal date.

Kindest Regards



#### Leigh-Anne Davidson

Senior Client Adviser - Corporate

My working days are Tuesday to Friday
t: 01752675469 e: Leigh-Anne.Davidson@jameshallam.co.uk
w: www.jameshallam.co.uk
Spargo House, 10 Budshead Way, Plymouth, PL6 5FE





Need to make a claim out of hours? Please click <u>HERE</u> for emergency contact details and our helpful "How to" guides.





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

> Our Ref: 19579800 7th October 2025

Dear Milly,

#### Engineering and Construction Renewal - Eng 2025

Your policy with British Engineering Services Limited is due for renewal on 30th October 2025. The new terms for coverage from 30th October 2025 to 29th October 2026 are as follows:

Premium GBP550.22 (including Insurance Premium Tax (IPT) and fees).

#### **Your Needs**

Based on your circumstances and information provided, you need 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 advising you on how well our recommendation meets your needs.

#### The Capacity in which we act

To meet regulatory obligations, we must inform all clients of our role at three keys stages of the insurance cycle

In respect of this contract:-

- o 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

#### Our Recommendation and Market Selection

Based on this information and our market knowledge, we recommended renewal with your current Insurer British Engineering Services Limited as:

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







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

#### **Insurer Selection**

After reviewing your requirements and our insurance market knowledge, we decided not to seek alternatives. We have, therefore, only considered your existing insurer.

We believe that the terms offered provide suitable cover and premium for your insurance needs, considering your specific risk profile.

The credit rating for Royal & Sun Alliance Insurance Ltd from Standard and Poor's is 'A'

Please note that the rating stated is correct at the time of writing but may be subject to change.

#### Standard and Poor's Ratings

Standard & Poor's Insurer Financial Strength Rating guideline evaluates an insurance organisation's financial stability and its ability to honour its insurance policies.

The classifications are :-

AAA Extremely Strong AA Very Strong A Strong BBB Adequate

A + or - reflects the respective standing in the rating shown. We try to use only those Insurers with an "A" rating or higher. Additional information is available on Standard and Poor's website www.standardandpoors.com

We strive to use financially stable insurers but we cannot guarantee their solvency. If an insurer does not meet our standards, we will let you know and ask for your approval before going ahead.

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)	Renewal Quote (GBP)
Premium	437.81	465.18
Insurance Premium Tax	12.00	12.00
VAT	67.56	73.04
Admin Fee	35.00	0.00
Total (GBP)	552.37	550.22

The risk details on which our recommendation is based are shown on the enclosed renewal notice and policy summary. 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 for full details always refer to the actual policy document.

Please be aware that covers have been based on last year's details unless revised figures have been provided. If any of the information is inaccurate or you feel that the levels of cover need updating, please let us know immediately as 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: 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 incepted, 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 looks to make information provided when the policy was bought 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 look to mitigate risk will not be effective if you can show that non-compliance "would not have increased the risk of the loss which 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 possible.

#### **Terms of Business**

A copy of our Commercial Terms of Business: can be downloaded from our site, here

#### **Renewing Cover**

To proceed with this renewal please confirm your instructions to us in writing prior to 30<sup>th</sup> October 2025 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.

### **Payment Options**

You currently pay by BACS and upon instruction an invoice detailing how to pay by this method will be sent.

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 Adviser

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

British Engineering Services Limited - BES Group Inspection			
	(GBP)		
Premium excl. IPT:	465.18		
IPT:	12.00		
VAT:	73.04		
Total Amount:	550.22		

### **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.

- ➢ How we are regulated
- ➤ Details of the James Hallam Service to you
- Legal matters
- Information your obligations
- > Your Policy
- > Ending your Relationship with us
- > Claims
- Data Protection
- ➢ Our Remuneration/Fees
- ➤ Complaints
- > Financial Crime
- > Compensation

### How we are regulated

#### 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.

### **Details of the James Hallam Service to you**

#### Our Service - Treating customers fairly

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. We aspire to treat you, our customer, fairly and to give advice and recommendations that meet your insurance needs. We review our processes and procedures to ensure we offer the highest standards of advice and service. All our communications, reports, emails, letters, etc are designed to be clear and easy to understand.

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.

Some insurers may delegate authority to us to underwrite, bind and administer an insurance contract on their behalf, including handling and processing claims payments. We will notify you if your insurance contract is placed under a delegated authority, as when conducting these activities, we will also be acting on behalf of insurers and not solely as your independent agent.

We may record telephone calls for training purposes and for your and our protection.

#### 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.

#### **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.

### Legal matters

#### 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 England or Wales, then the laws or regulations in your country of domicile may take precedence over any relevant English and Welsh 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:

- 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,

#### 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.

#### **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.

#### **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.

#### **Equality Act**

James Hallam Limited (JHL) abides by the Equality Act 2010 and Worker Protection (Amendment of Equality Act 2010) Act. Policy and procedures are actively in place to protect our employees from sexual, race, sex or disability discrimination and harassment at work (including by third parties).

### Information - your obligations

#### 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.

#### This duty applies:

- a) before your cover is placed
- b) when it is renewed
- c) at any time that the cover is changed.

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, although it is advisable and prudent to disclose such information in any event. 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.

Please note that any instruction sent by post, electronic mail, apps including but not limited to WhatsApp, text message or via a telephone voicemail message is not deemed to have been received by us until it reaches the relevant personnel in our office. Cover can not be assumed until we have confirmed this to you. We cannot accept responsibility for failures in the postal, electronic or telecommunication systems.

#### Warranties and subjectivities

It is important that you are clear and understand all the terms which apply to your insurance contracts. It is important that you comply strictly with any warranties and conditions precedent. Failure to do so may entitle the insurer to decline a claim. If you are aware that you are in breach of a warranty, then please keep a record of when this occurred. If you are unable to remedy the breach, then please let us know as soon as possible. A subjectivity in your policy may result in your cover being prejudiced if it is not addressed.

### **Your Policy**

#### 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 BACS, cheque, credit or debit card, wire/swift transfers 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.

#### **Payment Verification Procedures**

To protect us and our customers from the risk of financial crime we undertake steps to verify payment details at the outset of our relationship and at any time you instruct us to make any changes to your banking or payment details.

We shall not be liable for any losses whatsoever arising from any delays occasioned by the necessary verification of a client's (or other party's) bank account details.

#### **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.

### **Ending your Relationship with Us**

#### Cancellation

If you wish to cancel your policy, you may do so at any time subject to policy conditions. You may be required to return the policy document and also confirm your instructions in this regard.

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 insurer policy document which will fully detail the cancellation terms and charges.

#### **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.

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.

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.

### **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.

### **Data Protection**

#### **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 <a href="https://ico.org.uk/concerns">https://ico.org.uk/concerns</a> 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, 10<sup>th</sup> 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;
- (b) exercise our legitimate business interests as an independent insurance broker in order to provide the relevant information and services;
- (c) carry out other functions with express consent (which may be amended or withdrawn at any time by notifying us);
- (d) 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. If you are a Franchisee, Associate, Self-Employed Agent or Licensee, James Hallam Insurance Brokers Ltd may also share policy details, including claims information and non-payment of premium with the Franchisor, Principal, Brand Owner.

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.

### **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.

### **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, 10<sup>th</sup> 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, <u>and</u> 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 <a href="https://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>. 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.

### **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 <a href="https://www.fscs.org.uk/">www.fscs.org.uk/</a>.

Ref: Commercial TOBA 10.9 JUN 2025





BES Group Unit 718 Eddington Way Birchwood Park Warrington WA3 6BA 0345 712 5842 info@besgroup.com www.besgroup.com

James Hallam Limited

Spargo House 10 Budshead Way Plymouth Plymouth PL6 5FE GB

Date: 01 October 2025

### RENEWAL SCHEDULE DOCUMENT FOR TORPOINT TOWN COUNCIL

Great news! Here is your BES Group renewal quotation for this contract.

We're really pleased to hear that you take risk as seriously as we do! Who we work with is everything to us, our relationship with our customers really matters.

We love working with people who think like we do. We offer a solid approach from the outset making sure we do whatever we need to, to meet your needs. Helping get everyone home safe is a priority and we're happy to do that around the requirements of your business. We're all about enhanced surveying combined with excellent (you might say refreshing) service and logistics. Whatever the assignment. We pride ourselves on being where we're needed, when we're needed. That's just our thing.

We've enclosed our:

- Renewal Schedule
- Terms & Conditions
- Policy Summary

If you have any questions about anything just get in touch, we're here to help.

Please check this information carefully and make sure it covers everything you've requested. If any of the information supplied is incorrect or incomplete, please get in touch straight away so we can update it. We reserve the right to amend our contract terms if there are any changes to the information supplied to us. The enclosed Terms & Conditions form part of this contract and are the basis on which we shall provide the service. We'll invoice for the total amount at renewal.

It's our mission to make Britain a safer place and that includes your business. For us, it's a no brainer – leave nothing to chance.

We look forward to hearing from you.

Yours faithfully

E-Trade Support Team etrading@besgroup.com

Engineering Inspection & Insurance

Contract Number:

ACT000533237

Start Date:

30/10/25

Quote Value:

£465.18

Plus Taxes

British Engineering Services Ltd. Registered in England and Wales (No.09299724) at Unit 718 Eddington Way, Birchwood Park, Warrington, WA3 6BA. Authorised and regulated by the Financial Conduct Authority.

Contract Number: ACT000533237



BES Group Unit 718 Eddington Way Birchwood Park Warrington WA3 6BA 0345 712 5842 info@besgroup.com www.besgroup.com

#### **ENGINEERING INSPECTION & INSURANCE RENEWAL SCHEDULE**

This document is a record of the information provided to BES Group. Please check carefully that all the information shown in it is correct and complete.

Quotation Number	AQR0070515	Contract Numb	per ACT000533237	
Customer Details				
Customer Name:	Torpoint Town Council			
Customer Address:	1-3 Buller Road Torpoint Cornwall PL11 2LD United Kingdom			
Intermediary Details				
Intermediary Name:	Seventeen Group Limite	d		
Intermediary Address:	Spargo House 10 Budshead Way Plymouth Plymouth PL6 5FE GB			
Contract Details				
Start Date:	30/10/25	End Date:	29/10/26	
Inspection Fee:	£365.18 Plus Taxes (if applicable)			
Insurance Premium:	£100.00 Plus IPT (if applicable)			
Total Price:	£465.18 Plus Taxes (if applicable)			

#### Memoranda

Quotation based on the plant schedule provided to BES Group on 30/10/2025.

The Terms & Conditions supplied with the quotation apply to this contract and are the basis on which we shall provide the service. Please read them and retain for future reference. Further copies are available on request from BES Group or your intermediary, or from this web page: http://www.besgroup.com

In choosing this service you have not received any personal recommendations from BES Group.

#### **ENGINEERING INSPECTION & INSURANCE RENEWAL SUMMARY**

Contract Number	ACT000533237
Customer Name	Torpoint Town Council
Location	Discipline
1-3 Buller Road, Torpoint, Cornwall, PL11 2LD, United Kingdom	Machinery Item

Site Address	Plant Details	Frequency (months)	Insured	Quantity
1-3 Buller Road, Torpoint, Cornwall, PL11 2LD, United Kingdom	Pform Scissor Lift 6Mth, all sizes	. 6	Yes	1

### **Engineering Insurance Cover Summary**

Sudden and Unforeseen Damage - Plant and Equipment as specified within the Schedule

Sum Insured - £1,000,000

Fragmentation Limit - £100,000

Policy Holders Contribution - £100.00

£250 in respect of Extraneous or Malicious Damage to Gates and Car Park Barriers where insured in the schedule.

# Property cover restriction – Applicable to local exhaust ventilation plant items only

The Cover provided by the Policy in respect of LEV (Local Exhaust Ventilation) items of Property is restricted to DAMAGE (subject to any exclusions) to fans and their motors

