



Council
Guard

Ms Lisa Bolland
Kirkbymoorside Town Council
Kirkbymoorside Library Church House
7 High Market Place
Kirkbymoorside
York
Yorkshire
YO62 6AT

Our Ref: 19580327
22nd September 2021

Dear Lisa,

Cyber Package Renewal - 2021

I am writing to you in connection with your above policy with Travelers Insurance Company Ltd which falls due for renewal on 1st November 2021. I am pleased to offer you the following terms for the period of cover from 1st November 2021 to 31st October 2022:

Premium £461.81 including Insurance Premium Tax (IPT) and fees from Travelers Insurance Company Ltd

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 liability policy designed to provide cover the businesses own and third-party risks associated with e-business, the Internet, networks and informational assets

Insurance designed to provide cover in respect of the main insurable risks faced by the business including

- Loss or damage to the business assets
- Liabilities to others as a result of the business activities
- The effects of loss or claims to the business With terms which reflect the business's ability to absorb or transfer these risks.

Insurance with Insurers who are financially stable or strong

Based on the information provided in:

- Our previous telephone conversation(s)
- Subsequent correspondence and nothing has changed since our last communication.

Insurance with Insurers who provide a claims service recommended by us.

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

Our Recommendation and Market Selection

Based on this information and on our knowledge of the market, we recommended renewal with your current Insurer Travelers Insurance Company Ltd 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 approached only our sole available insurer partner for your trade / business.

We believe that the terms presented provide a scope of cover and premium that:

- is appropriate to satisfy your insurance requirements and
- is consistent with placements we have arranged for other clients with similar requirements having taken into account the specific nature of your own risk profile.

The credit rating for Travelers Insurance Co Ltd from Standard and Poor's is 'AA'

Standard and Poor's Ratings

Standard & Poor's Insurer Financial Strength Rating guideline is an opinion of the financial security characteristics of an insurance organisation with respect to its ability to pay under its insurance policies in accordance with their terms. 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

Whilst we make every endeavour to use Insurers who are financially sound, you will appreciate that we cannot guarantee or otherwise warrant the solvency of any Insurer. If for some reason a prospective insurer does not meet our criteria, we will inform you and seek your specific approval before we place insurance with that insurer

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	300.01	390.00
Insurance Premium Tax	36.00	46.81
Admin Fee	25.00	25.00
Total (GBP)	361.01	461.81

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 please 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:

Extension:

Excess Waiver

Notwithstanding the provisions of clause 4.1, above, with respect to the breach response insuring clauses, no excess shall apply to any loss arising from a first party event notified to insurers within 72 hours of discovery of such first party event.

Business Interruption Excess

The schedule is amended as follows:

Business Interruption Waiting Period: 8 hours

Business Interruption Maximum Indemnity Period: 180 days

Subject To:

Please note: cover cannot be bound until these subjectivities have been answered to the satisfaction of Travelers Insurance Designated Activity Company.

By confirming cover you are confirming agreement to the following statements:

Policy level:

- a. The insured's latest financial report and accounts showing a positive net worth.
- b. The insured's latest financial report and accounts showing a profit for the last financial year.
- c. The Insured's business does not include activities of: regulated or unregulated financial institution or financial advisor, casino operator, adult entertainment, religious group, political party or association, animal experimentation, medical trials, professional sports club.

Comment:

Cyber Cover is subject to you meeting the following acceptance criteria:

Insured has active antivirus protection and firewalls on all IT systems, computers, networks and portable devices (including any personal employee devices where these are used to access the Insured's network). Agree

The Insured has backup and recovery procedures in place for all important business and customer data. Agree

All mobile computing devices (including tablets, mobile phones, laptops and any personal employee devices where these are used to access the Insured's network) and portable data storage (including USB sticks, portable hard drives and flash drives) have encryption enabled. Agree

The Insured has an up to date disaster recovery plan, business

continuity plan or equivalent to respond to a computer system disruption. Agree

The Insured has media and website content controls in place which address infringement of intellectual property rights, defamation and personally sensitive information. Agree

The Insured has a patch management procedure in place for all software, IT systems, computers, networks and portable devices (including any personal employee devices where these are used to access the Insured's network). Agree

The Insured is either compliant with, or not subject to, the Payment Card Industry Data Security Standards (PCI-DSS). Agree

In the past 3 years the Insured has not experienced i. a network or computer system disruption due to a cyber attack or system failure, or ii. an actual or suspected data breach, or iii. a cyber extortion demand. Agree

In the past 3 years the Insured has not received any complaints or claims involving data protection laws, intellectual property rights, defamation, rights of privacy, identity theft, denial of service attacks, computer virus infections, theft of information, damage to third party networks, or access to the Insured's network. Agree

The Insured's business does not include activities of: casino operator, creator of computer software or hardware, adult entertainment, religious group, political party or association, animal experimentation, medical trials or professional sports club. Agree

If the insured disagrees with one or more of the above, please provide us with any additional information about that particular statement(s) that may help us provide a quote.

Applicable to all covers:

In the past five years, no claim (whether successful or not) has been made against the insured or any principal, partner, director, employee in respect of any selected cover. Agree

That after enquiry, the insured is not aware of any circumstance which might give rise to a claim in respect of any selected cover. Agree

That the insured does not have any trading subsidiary located outside the UK or Republic of Ireland for which cover is sought. Agree

That the insured is not planning an Offering (debt or equity), Merger, Acquisition or TUPE arrangement (including similar arrangements in other EU countries) in the next 18 months.

That no director or officer with the insured has ever been disqualified, the subject of any application for a disqualification order or disqualification proceedings, irrespective of the outcome.



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.

Additional Covers Included

None.

Renewing Cover

To proceed with this renewal please confirm your instructions to us in writing prior to 1st November 2021 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 Cheque/BACS and we will issue our invoice on this basis following your renewal instructions.

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,

Dylan Jarvis Cert CII
Broker & Delegated Authority Underwriter
Tel: 01752675497
E-Mail: dylan.j@wpsinsurance.co.uk

Quote

Travelers Insurance Company Ltd - Cyber Package	
Premium excl. IPT:	(GBP) 390.00
IPT:	46.81
Fees:	25.00
Total Amount:	461.81
Quote Breakdown - Sums Insured	
Section	Sum Insured (GBP)
Cyber	100,000

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 in particular, we would like to draw your attention to the 'Duty of Fair Presentation', the 'Processing of your Personal Data' and the 'Client and Insurer Money' sections. By asking us to quote for, arrange or handle your insurances, you are 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?

WPS, WPS hallam, WPS Insurance Brokers and Taste of the West Insurance Services are trading names of James Hallam Limited who are 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 www.fca.gov.uk/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 usually act on your behalf when arranging your insurances, when helping you make changes to your policy or when you renew your insurance. 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 which 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 give you 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 place.

Scope of Our Recommendations

We will ask questions to enable us to assess reasonably 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 based upon our assessment of your needs and our experience of dealing with similar risks. This may or may not 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 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 contracts, 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 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 confirm 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.

We will arrange cover according to your instructions but only you can identify if it does not meet your intentions.

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

Incorrect information 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 shall be 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 cancellation or lapsing of your policy. You will also be responsible for any collection costs, legal fees and court costs we may incur in recovering debts 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 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 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 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 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. In the event that 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 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 but then only for so long as such Company remains a member of such 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 the only for so long as such Company remains a member of such Group.

Our Remuneration / Fees

In return for placing 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 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 cost of the insurance more expensive.

A full breakdown of the cost of your insurance and the cost of credit 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 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 needs and treat you fairly.

We may require you to pay an administration fee for any transaction including cancellation, but we will confirm to you, prior to the conclusion of your insurance arrangements, the amount of any administration fees payable by you.

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 a 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 forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer (termed risk transfer) in which case your policy is treated by the insurer as being paid for the premium will be 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. We may also transfer your money to another intermediary in some cases for the purposes of effecting your policy.

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

By accepting this Terms of Business document together with your agreement to pay the premium you are deemed to be giving your informed consent for us to operate in this way.



Processing your Personal Data

In our dealings with you, we will comply at all times 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.

Individuals have the following rights in respect of their personal data held by us:

- (a) to access any personal data which we hold on them. This may be obtained by writing to our Data Privacy Officer [details as shown below]. Where permitted under Data Protection Legislation, a nominal charge may apply for providing the information;
- (b) to be provided with information about how their personal data is processed (this information is set out in these Terms of Business);
- (c) 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 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/> 0303 123 1113.

For more details, you may request a copy of our Privacy Policy or alternatively please address any questions, comments and requests regarding our data processing practices to our Data Privacy Officer namely:

Andrew Hall at James Hallam Ltd, Queen of the South Arena, Lochfield Road, Dumfries, DG2 9BG. We may collect, use and 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.

In particular, 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 to that effect or use the unsubscribe option as set out 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 on the basis of it being in the public interest.

Complaints

It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should contact Andrew Hall at the above address or e-mail 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 are 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 full 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.

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/