



The National Game Insurance Scheme

Delivered by The FA's appointed broker, Bluefin Sport

Bluefin Sport

Mrs Denise Knipe
Mowbray Rangers FC
16 Beaconsfield Road
Melton Mowbray
Leicestershire
LE13 0SE

Castlemead
Lower Castle Street
Bristol
BS1 3AG

Telephone: 0345 872 5060
(Mon - Fri, 9am to 5pm)

Bluefin Sport Ref 24597514

Dear Mrs Knipe,

National Game Insurance Scheme (NGIS)

Thank you for choosing to purchase football team personal accident insurance via the NGIS which is arranged by Bluefin Sport and underwritten by Catlin Underwriting Agencies Ltd. With this letter, you will find all the documents you need for this insurance. Please keep this documentation safe as you will need them to hand should you need to claim.

Your policy

Your documentation, including your policy schedule, policy wording and our terms of business is enclosed and it is important that you read these carefully to ensure that all the details are correct and the cover meets your requirements. If you need to make any changes or have any questions, please call our dedicated sports team on **0345 872 5060** and we will be happy to help you.

Should you require additional copies of the policy wording to give to your team members, these are available at all times on our website: www.bluefinsport.co.uk/ngis

Enclosed you will also find a one page summary of the benefits, and we recommend this is displayed in a prominent position in your clubs changing rooms or club notice board to ensure the cover details are available to all your players who qualify for protection under this policy.

Please make a note of your clubs unique Bluefin Sport ref which will help us deal more efficiently with any enquiry:

Club Name: Mowbray Rangers FC

Bluefin Sport Ref: 24597514

Making a claim

Should a player need to make a claim it must be submitted to **Woodgate & Clark Limited** who have been appointed by the Insurer to handle all claims on their behalf. A Claim Form can be found on our website www.bluefinsport.co.uk/ngis. If you wish to submit details of your claim by post please arrange to return the fully completed claim form to NGIS Claims Team, Woodgate & Clark Limited, The Red House, King Street, West Malling, Kent, ME19 6QT or email footballpaclaims@woodgate-clark.co.uk.



Bluefin Sport is a trading name of Bluefin Insurance Services Limited. Registered Office: 1 Tower Place West, Tower Place, London, EC3R 5BU. Registered in England No: 931954. Authorised and regulated by the Financial Conduct Authority.

It is important the club secretary signs each claim form to confirm the person making the claim is a member of the club/team insured under this policy. We recommend you keep a copy of all documentation for your own records.

By dealing with the dedicated claims team at Woodgate & Clark Ltd, we trust you will receive a prompt and efficient service. However, should you experience any problems, our sports team will be happy to help.

Statement of Fact

The Insurers do not require you to complete a proposal form for this Personal Accident insurance policy, instead they will use the statements made and information given during the application process, which may have been given on-line via our website, as the basis of the policy.

This enclosed Statement of Fact has been produced from the information you have provided, some of these facts may also have been assumed to be true, so please check the enclosed carefully. Intentionally or innocently providing incorrect, false or misleading information to Insurers could result in the policy not paying a claim or even being cancelled.

Statement of demands and needs

This personal accident insurance product is designed to meet the demands and needs of most amateur football clubs that wish to protect their members against the consequences of accidents whilst playing in, training for or travelling to a club fixture resulting in accidental; injury, death or disability. The level of cover you've chosen will dictate whether cover includes a weekly benefit in addition to the one-off lump sums.

This statement does not constitute advice or a personal recommendation for our personal accident insurance products. Should you require advice please contact Bluefin Sport.

Our service

It is our intention to provide you with the highest levels of service at all times, so please contact us on **0345 872 5060** if you have any concerns about your cover or if we can assist in any other way.

Please ensure you visit our website which is dedicated to grassroots football. The news section is regularly updated and valuable advice is provided under the Kick the Risk section.

Yours faithfully,

Bluefin Sport

Tel: 0345 872 5060

E: nationalgame@bluefinsport.co.uk

We can also provide football insurance for...



PROPERTY
(CLUBHOUSE
AND STADIA)



CONTENTS



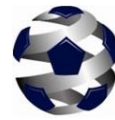
**PERSONAL
ACCIDENT**
(FOR INDIVIDUALS)



TRAVEL/TOURS
(CLUBS/TEAMS)

Call **0345 872 5060** or email sport@bluefinsport.co.uk Mon to Fri 9am to 5pm

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Personal Accident Policy Schedule

Youth team benefits

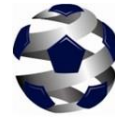
Section A – Life & Accidental Death cover

Category	Definition of Insured Persons
A	Any Person who is a registered player of the Insured
B	Any committee member of the Insured and any person acting officially on behalf of the Insured as manager, trainer or assisting referee

Category	Benefit	Effective Time	Maximum Limits per Insured Person
A & B	1. Life Cover	ET1	£10,000
A & B	2. Accidental Death resulting from Bodily Injury	ET2	£10,000*

Code	Effective Time
ET1	Whilst an Insured Person is training and/or playing in football matches only
ET2	Whilst an Insured Person is at any ground or premises worldwide where the Insured has agreed a fixture or official club social events or attending Football training, including travelling directly to and from such activities (please refer to the policy wording for excluded countries and activities)

* includes a memorial benefit of £1,000 (payable to the football club)



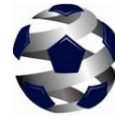
Section B – Injury

Category	Definition of Insured Persons
A	Any Person who is a registered player of the Insured
B	Any committee member of the Insured and any person acting officially on behalf of the Insured as manager, trainer or assisting referee

Code	Effective Time
ET2	Whilst an Insured Person is at any ground or premises worldwide where the Insured has agreed a fixture or official club social events or attending Football training, including travelling directly to and from such activities (please refer to the policy wording for excluded countries and activities)

Category	Accidental Bodily Injury resulting in:	Effective Time	Maximum Limits per Insured Person
A & B	1. Permanent Total Disablement	ET2	Up to £100,000
A & B	2. Loss of Limbs	ET2	£100,000
A & B	3. Loss of Sight in One or both Eyes	ET2	£100,000
A & B	4. Loss of Speech	ET2	£100,000
A & B	5. a) Loss of Hearing (both ears)	ET2	£100,000
A & B	5. b) Loss of Hearing (one ear)	ET2	£25,000
A & B	6. Loss of Internal Organs	ET2	£25,000
A & B	7. Tetraplegia / Quadriplegia	ET2	£100,000
A & B	8. Triplegia / Paraplegia	ET2	£50,000
A & B	9. Concussion (Long Term)	ET2	£10,000
A & B	10. Concussion (Moderate & Severe)	ET2	Not Insured
A & B	11. Miscarriage	ET2	£500
B	12. a) Temporary Total Disablement* for Club Officials Maximum monthly benefit for each insured person Benefit Period: 12 months Waiting Period: 14 days Home Help Benefit - Includes being a full time housewife or househusband as an occupation Maximum monthly benefit for each insured person Benefit Period: 12 months Waiting Period: 14 days	ET2	£200 per month
A	12. b) Temporary Total Disablement* for 16-18 years old footballers in full or permanent paid employment of 16 hours per week or more Maximum monthly benefit for each insured person Benefit Period: 12 months Waiting Period: 14 days	ET2	Not Insured

*Cover for Students not in gainful employment is restricted to £100 per month, up to a maximum of 2 months



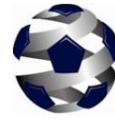
Section B – Injury: Extensions of cover

Category	Accidental Bodily Injury resulting in:	Effective Time	Maximum Limits per Insured Person
A & B	Emergency Medical Expenses	ET2	Not Insured
A & B	Emergency Dental Pain Relief Expenses	ET2	Not Insured
A & B	Broken Bones – Legs, collar, Arms, Cheek, Jaw and/or Foot	ET2	Not Insured
A & B	Broken Bones – Fingers and Toes	ET2	£75
A & B	Primary Dislocation benefit – Kneecap, Shoulder, Elbow or Hip	ET2	£250
A & B	Snapped/Ruptured Achilles Tendon or Cruciate Ligament (requiring surgery)	ET2	£250
A & B	Extra Travelling Expenses Benefit Period: 1 month	ET2	Not Insured
A & B	Rehabilitation and retraining	ET2	Not Insured
A & B	Home/Car Adaptation and Home Relocation Expenses	ET2	Not Insured
A & B	Hospitalisation Benefits – Maximum benefit Period 30 days	ET2	Not Insured
A & B	Coma Benefit – Maximum benefit Period 365 days	ET2	£30 per day
A & B	Parent/Legal Guardian inconvenience Expenses	ET2	Not Insured
A & B	Physiotherapy Cover	ET2	Not Insured
A & B	Student Tutorial Cover (expenses relating to home tuition or necessary additional expenses to attend school following an injury) – Maximum benefit period 26 weeks	ET2	Not Insured
A & B	Examination Re-sit Benefit	ET2	Not Insured
A & B	Facial & Bodily Scarring	ET2	Not Insured
A & B	Medical Certification Expenses	ET2	Not Insured

Services	Available
Helpline – Counselling (see page 4 of the Policy wording)	Not Insured
Helpline – Legal Advice (see page 4 of the policy wording)	Not Insured

Aggregate Limit	
Per Event Overall:	£2,000,000

(This is the maximum amount that the insurer will pay per Event in total under this and any other policies issued by the Insurer to the Insured)



Endorsements applicable to this Policy

Endorsement 1 - Permanent Partial Disablement

Compensation under Section B, Benefit 1 **Permanent Total Disablement** as shown in the Schedule is extended to include the following benefit - subject to a maximum total of 100% in the aggregate.

1. Total loss of use of:

- a. back or spine (excluding cervical) without cord involvement 40%
- b. neck or cervical spine without cord involvement 30%
- c. shoulder, elbow or wrist 25%
- d. hip, knee or ankle 20%

2. Loss of or total loss of use of:

- a. foot below the level of the ankle(talofibular joint) 50%
- b. thumb 20%
- c. one forefinger or big toe 15%
- d. any other finger 10%
- e. any other toe 4%

3. Benefit for any Permanent Disabling Injury not noted above will be calculated on a medical assessment by the Insurer of the degree of disability relative to this scale without reference to the **Insured Person's** occupation.

Provided that:

- a. The total benefit payable shall not exceed 100% of the amount shown in the table of sums insured for each Insured Person in respect of any one Accident.
- b. If benefit is payable for Loss of or Loss of use of a Limb then benefits for parts of that limb cannot also be claimed.

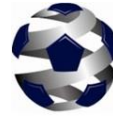
Endorsement 2 – Age limit extension

It is noted and agreed that if an Insured Person is over the age of 75 years, the Policy Age Limit for SECTION A benefit 2 Accidental Death and SECTION B Injury benefits 1-8 is deleted, and the following benefits and age limits will apply:

Benefits	Basic Limits: For persons older than 75 years of age (Officials only)	Superior Limits: For persons older than 75 years of age (Officials only)
Persons covered	Category B only	Category B only
Section A: Benefit 2 Accidental Death resulting from Bodily Injury	£3,000	£3,000
Section B: Benefit 1*	N/A	N/A
Section B: Benefits 2-8 – other than 5b Benefit 5b Benefit 7	£3,000 £625 N/A	£3,000 £625 N/A
Home/Car Adaptation	N/A	£1,000
Broken Bones/Dislocation/Snapped or Ruptured Achilles Tendon or CL	N/A	N/A
Concussion Long Term Moderate & Severe	N/A N/A	N/A N/A
Emergency Medical Expenses	N/A	£50
Rehabilitation and Retraining expenses	N/A	£250
Hospitalisation benefits	N/A	£12.50 per day (max 4 weeks)
Coma benefit	N/A	£12.50 per day (max 365 days)
Extra Travelling Expenses	N/A	£50 (max 1 month)
Helpline - Counselling	N/A	YES
Helpline – Legal Advice	N/A	YES
Facial & Bodily Scarring	N/A	N/A
Student Tutorial	N/A	N/A
Examination Re-sit Benefit	N/A	N/A
Medical Certification Expenses	N/A	Up to £50



Football Team
Group Personal Accident
& Life Cover



**The National Game
Insurance Scheme**

Delivered by The FA's appointed broker, Bluefin Sport

Statement of fact

IMPORTANT: Your request for insurance will not be accepted unless you can agree to the following statement.

Definitions

Some words in this Statement are in bold and have particular meaning. Wherever they appear their particular meaning is given below:

We/Us/Our/Ourselves: Catlin Underwriting Agencies Ltd.

You/Your: Club Official, Club Secretary, Committee Member.

Insured Person: Person(s) specified in the Schedule as being insured person(s).

Data Protection Statement

PLEASE READ this notice as it explains the purposes for which **We** will use the personal and sensitive personal data (information) which **We** hold.

Any information provided to **Us** regarding **You**, any person insured or any employee will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling Claims or complaints, if any. This may necessitate providing such information to third parties.

Contact Details for **Us**

The Customer Service Manager,
20 Gracechurch Street, London, EC3V 0BG

Underwritten by



Registered office: 20 Gracechurch Street, London, EC3V 0BG

Registered in England No. 1815126

Catlin Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Bluefin Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

Registered Office: 1 Tower Place West, Tower Place, London, EC3R 5BU

Registered in England No: 931954

Bluefin Sport Ref 24597514

BluefinSport



Statement of fact

In respect of the club which is the subject of this insurance contract, no insurer has ever:-

- declined, cancelled or refused any proposal of insurance;
- cancelled or declined to renew any insurance;
- imposed special terms or conditions.

If **You** are unable to confirm these statements, **You** must contact Bluefin Sport immediately. These are all considered to be Material Facts.

- I declare to the best of my knowledge:

- i The above statements and particulars are true and complete;
- ii I have not withheld any Material Fact.

I agree this application and the information provided below shall form the basis of the contract between Catlin Underwriting Agencies Ltd and Mowbray Rangers FC, and I agree to accept the company's standard form of policy for this class of insurance.

Date cover required from: 01/07/2017

Your Details

Football Club Name: Mowbray Rangers FC

Main contact: Title: Mrs First name: Denise Surname: Knipe

Postal Address: 16 Beaconsfield Road, Melton Mowbray, Leicestershire Postcode: LE13 0SE

Email Address: secretary@mowbrayrangersfc.co.uk Phone Number: 07813976672

Team Details

Which County Football Association are you affiliated with: Leicestershire & Rutland

Youth Team Details

Number of Under 13's and above teams: 4

Number of Under 12's and below teams: 7

What level of cover is required: Basic



**For distribution to members or
to display in an area visible to members**

Personal accident insurance benefits summary for youth teams

Insured club/team: Mowbray Rangers FC
Level of cover: Basic

Life Cover (whilst playing &/or training only)	£10,000
Accidental Death	£10,000
Permanent Total Disablement	Up to £100,000
Loss of Sight in one or both eyes	£100,000
Loss of one or more Limbs	£100,000
Loss of Speech	£100,000
Loss of Hearing both ears	£100,000
Loss of Hearing one ear	£25,000
Loss of Internal Organ	£25,000
Tetraplegia / Quadriplegia	£100,000
Triplegia / Paraplegia	£50,000
Concussion (Long Term)	Up to £10,000
Concussion (Moderate & Severe)	Not Insured
Miscarriage	£25,000
Emergency Medical Expenses	Not Insured
Emergency Dental Pain Relief	Not Insured
Broken Bones (Leg, Arm, Cheek, Collar and/or Jaw)	Not Insured
Broken bones (Fingers and Toes)	£75
Primary Dislocation (Kneecap, Elbow, Shoulder or Hip)	£250
Snapped / Ruptured Achilles Tendon or Cruciate Ligament (requiring surgery)	£250
Rehabilitation and Retraining	Not Insured
Home/Car Adaptation benefit	Not Insured
Monthly benefit for club officials (Temporary Total Disablement – TTD)	£200 per month
Hospitalisation benefit	Not Insured
Extra Travel Expenses	Not Insured
Coma benefit	Not Insured
Legal Advice and Counselling helplines	Not Insured
Monthly benefit for 16-18 year olds employed for at least 16 hours or more	Not Insured
Parent/Legal Guardian Inconvenience benefit	Not Insured
Physiotherapy	Not Insured
Student Tutorial Benefit - home tuition or additional expenses to attend school following an injury	Not Insured
Examination Re-sit benefit	Not Insured
Facial & bodily scarring	Not Insured
Medical Certification Expenses	Not Insured

Please note: Age limit – covers players up to 18 years and officials up to 75 years. Cover can be provided for officials above these age limits but reduced benefits to those shown above will apply, as detailed in the policy schedule issued to your club secretary. [Please contact the club secretary for a copy of the schedule or contact Bluefin Sport for advice. Policy terms and conditions apply. A full copy of the policy wording is available from your club secretary or at \[www.bluefinsport.co.uk/ngis\]\(http://www.bluefinsport.co.uk/ngis\).](#)

Making a claim

All claims must be submitted to **Woodgate & Clark Ltd** who have been appointed by the Insurers to handle all claims on their behalf. A Claim Form can be found on our website www.bluefinsport.co.uk/ngis. Please arrange to return the fully completed form either by **Post** to Football PA Claims Team, Woodgate & Clark Ltd, The Red House, King Street, West Malling, Kent, ME19 6QT or email footballpaclaims@woodgate-clark.co.uk. It is important that you also notify your club secretary who will be required to sign your claim form to confirm you are a member of the club/team insured under this policy.

Require assistance or advice?

For more information or if you have any queries regarding the cover arranged please contact Bluefin Sport on 0345 872 5060, email nationalgame@bluefinsport.co.uk or visit www.bluefinsport.co.uk/ngis.

Terms of business agreement - commercial customers

Bluefin Insurance Services Limited

Authorised and regulated by the Financial Conduct Authority No: 307899. Registered Office: 1 Tower Place West, Tower Place, London, EC3R 5BU. Registered in England No: 00931954. Consumer Credit Act Licence No: 596197. Data Protection Act Registration No: Z5255391.

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third party providers. Please contact us immediately if there is anything in this document that you do not understand/or with which you disagree. Your receipt of this document constitutes your informed consent to its contents. In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and/or recorded.

1. Definitions

- 1.1. Commercial customer means a customer who is acting within their trade or profession in respect of the insurance cover requested or arranged.
- 1.2. 'You' or 'your' means you (and/or your appointed agent).
- 1.3. 'We' or 'us' or 'our' means Bluefin Insurance Services Limited.

2. Who regulates us?

- 2.1. We are authorised and regulated by the Financial Conduct Authority (FCA) an independent body that regulates the UK financial services industry. Our details may be confirmed on the Financial Services Register www.fca.org.uk or by phoning the FCA on 0800 111 6768.

3. Our service

- 3.1. We are committed to providing you with quality products. We will provide you with information to enable you to make your decision on which insurance is right for you. As an intermediary and your agent we owe various duties to you and will advise you as necessary if circumstances occur that may create a possible conflict of interest.
- 3.2. Our permitted business activities are advising, arranging (bringing about) deals, making arrangements with a view to transactions, dealing as agent, assisting in the administration and performance of a contract and agreeing to carry on a regulated activity in respect of General Insurance contracts.
- 3.3. Unless we have informed you to the contrary in writing we will not assess your specific insurance needs and make a personal recommendation but will provide you with information from to enable you to make a decision on whether our products meet your needs.
- 3.4. Upon receipt of your instructions we will place, amend or renew insurance cover on your behalf with insurers. We will advise you of any inability to place your insurance.
- 3.5. You are not to 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. Please note that you must comply with the terms and conditions of the insurance policy you purchase including any matters where the insurer makes cover subject to your compliance with conditions or with express or implied warranties. Failure to comply may entitle the insurer to cancel your insurance contract and/or risks a claim you make not being paid in part or in full. (Also see Clause 14. Claims).
- 3.6. Please also note, unless your policy confirms otherwise, the rights under your policy may only be pursued in an English court.

4. Our remuneration and other income

- 4.1. We are usually remunerated by commission from your insurer(s) for our insurance broking services, or by way of a fee negotiated and agreed with you. If we receive both, this will be confirmed in writing to you at the time of incepting or renewing your insurance. In addition:
 - 4.1.1. We may also make individual charges up to £100 to cover the administration of your insurances e.g. arranging a new policy, mid-term adjustments, short period or mid-term cancellations, renewals, issue of replacement or duplicate documents. We may also make individual charges where we prepare and issue documents on behalf of insurers, these will be confirmed in writing to you at the time of incepting or renewing your insurance where applicable.
 - 4.1.2. Some insurers may make additional payments to us reflecting the size and/or profitability of our account with them and/or in respect of work we undertake on their behalf. In addition we may also receive payment from other firms, such as premium finance providers, where non-insurance products or services are supplied to you.
- 4.2. 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. (Also see Clause 13. Short period and cancelled policies).
- 4.3. 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.

5. If domiciled in a country other than the UK

- 5.1. The law 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 or Financial Services Compensation Scheme and any rights or benefits thereunder may not apply. If you wish to clarify your position in this respect then we will discuss this on request.

6. Duty of disclosure

- 6.1. It is your responsibility to provide complete and accurate information to insurers and us prior to and when you purchase an insurance policy, throughout the life of the policy and when you renew that policy. Failure on your part to immediately disclose information relevant to your insurance or any inaccuracies in the information given could result in your insurance cover being invalid or not fully operative.

- 6.2. All statements and material facts disclosed on proposal forms, statements of fact, claims forms and other documents should be full, true and accurate. Material facts are those that would influence an insurer in deciding whether or not to accept a risk and the terms and conditions that would apply. 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 relevant, you should disclose it and then ask for guidance.
- 7. Notification of changes, alterations and renewals**
- 7.1. Amendments to policies may be arranged upon receipt of full details and on return of the certificate of insurance (if applicable). Cover is subject to acceptance by insurers and payment of any additional premium required inclusive of Insurance Premium Tax (IPT).
- 7.2. Renewals are invited on the basis that there have been no changes in the risk other than those specifically notified to us or your insurers.
- 8. Insurer security**
- 8.1 We will only place cover with insurers who satisfy certain minimum criteria assessed by the rating agencies and/or our own assessment, or for whom you have given us specific approval to use. Whilst the information upon which we rely is obtained from sources considered to be reliable, and we use all reasonable endeavours to review that information in order to protect your interests, predictability of solvency cannot be, and is not, guaranteed by us. The financial standing of any insurer can, of course, change after the insurance contract had incepted. We do not guarantee the ongoing ability of any insurer to meet their contractual obligations.
- 9. Quotations**
- 9.1. 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.
- 10. Documentation**
- 10.1. It is your responsibility to read all documentation upon receipt and raise any query regarding it otherwise you risk a loss you suffer not being paid in part or in full. Documentation including your policy and certificate, if applicable, will be issued to you upon receipt from insurers.
- 10.2. You must check all documentation issued to you to ensure the details are correct and the insurance cover provided meets your requirements. We will arrange insurance cover according to your instructions but only you can identify if it does not meet your intentions. If you have any concerns in respect of your insurance cover or are uncertain as to the meaning of any terms and conditions or if you discover errors in the documentation, then you must notify us immediately.
- 11. Payment of the premium**
- 11.1 We must receive your payment, unless it is made by you directly to your insurer, by cheque, credit or debit card, electronic funds transfer or be in receipt of a completed premium instalment application form (with deposit where requested) drawn on a bank, building society or other UK financial institution account in the policyholder's name and before cover commences unless we agree otherwise. A charge may apply to payments made by credit card and this will be confirmed to you in writing at the time of incepting or renewing your insurance. If we agree to accept payment from someone other than the policyholder then this must be notified to us and agreed by us.
- 11.2 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 payment substantially attributable to you. If we decide to retain certain documents whilst awaiting payment, we shall provide details of your insurance cover and any information or documents required by law.
- 11.3 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.
- 12. Transferred business**
- 12.1. When we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged via 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 advise accordingly as each policy falls due for renewal.
- 13. Short period and cancelled policies**
- 13.1. If you wish to cancel your policy then you will need to return the policy document and current certificate of insurance (if applicable) and confirm your cancellation instructions. Subject to the cancellation terms of your policy, a refund of premium may be available. Details of any applicable cancellation terms and charges will be found in your policy documents. Our commission and/or fees are fully earned from the date insurance cover commences and may not be refundable in the event of cancellation, avoidance or early termination of a policy.
- 14. Claims**
- 14.1 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 may risk a loss you suffer not being paid in part or in full.
- 14.2 You must not under any circumstance admit liability for a loss or agree to any course of action, other than emergency measures carried out to minimise the loss, as you will risk your claim not being met in part or in full. 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.
- 14.3 We will remit claim 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.
- 14.4 Where we have a delegated authority from an insurer to settle your claim on their behalf we shall make you aware of this on notification of the claim and obtain your informed consent to proceed.

14.5 We will provide a claims handling service for you as long as you remain our customer. We reserve the right to charge a fee for our claims services if you cease to be a client but still wish us to handle any claim, and we are prepared to do so. If you wish us to provide claims services on policies issued before our appointment, we also reserve the right to charge you a fee.

15. Client and insurer money

15.1. The FCA requires us to hold all client monies, including yours, in a trust account, the purpose of which is to protect you in the event of our financial failure since, in such circumstances; our general creditors would not be able to make claims on client money as it will not form part of our assets.

15.2. We hold all client monies in a Non Statutory Trust bank account in accordance with the FCA client money rules. Under these arrangements, we assume responsibility for such monies and are permitted to, and may:

15.2.1. Use such monies received on behalf of one customer to pay another customer's premium, before the premium is received from that other customer. However, we are not entitled to pay ourselves commissions before we receive the relevant premium from the customer;

15.2.2. For the purpose of effecting a transaction on your behalf, pass your money to another intermediary, including those resident outside the UK who would therefore be subject to different legal and regulatory regimes. In the event of a failure of the intermediary, this money may be treated in a different manner from that which would apply if the money were held by an intermediary in the UK. Please inform us if you do not agree to this.

15.2.3. Retain for our own use, any interest earned on client money.

15.3. Your money will be held either as agent of the insurer or agent of the client, depending on which insurer(s) your insurance has been placed with. Where money is held as agent of the insurer, this means that when we have received your cleared premium, it is deemed to have been paid to the insurer.

15.4. Unless we receive your written instruction to the contrary, we shall treat receipt of payment from you and of any claim payment and/or refund of premium which fall due to you, as being with your informed consent to the payment of those moneys into our Non Statutory Trust bank account.

16. Our liability to you

16.1. Unless we have otherwise agreed with you in writing, we shall treat your instructions to us to place or renew your insurance cover as acceptance of the limitation of our liability to you and to any other person with an interest in your insurance cover, as follows;

16.2. Except in respect of any claim: -

- resulting from our fraudulent act; or
- resulting from a breach by us of the FCA's rules or Principles of Business; or
- in relation to any liability for death or personal injury resulting from our negligence; or
- in relation to any other liability which cannot lawfully be excluded or limited

our liability to you (whether in contract, tort (including, without limitation, negligence) or otherwise) shall be limited to £10,000,000 in respect of any and all insurance mediation activities undertaken by us on your behalf over any 12-month period.

16.3. This Agreement contains all obligations owed by us to you. Our liability shall be strictly limited to direct liability in contract. We expressly exclude any liability for indirect or consequential loss howsoever arising and any and all liability in tort save in relation to liability for our negligent acts causing personal injury or death or other liability expressly reserved by statute.

17. Ownership and control

17.1. We are an independently authorised firm ultimately controlled by AXA UK Plc through our parent, Bluefin Insurance Group Limited.

18. Confidentiality and security

18.1. We will ensure that any information obtained from you is treated as private and confidential by us. These Terms of Business assume that any information you supply to us on behalf of a third party is done so with their permission.

18.2. We will not take instructions on your insurance arrangements from anyone else unless we have your prior written permission. We will also not provide information you supply to anyone else unless we have your prior written permission to do so or are required by a regulatory body, by law or are required to do so in the normal course of arranging your insurance or in connection with claims matters or other services we may provide to you.

18.3. We may from time-to-time, provide you with marketing information on other products we supply and/or pass your contact details to other suppliers of products or services of whom we approve. Please notify us promptly in writing if you do not wish your details to be used for any of these purposes otherwise we shall treat issue of this Terms of Business as evidence of your informed consent.

18.4. We take appropriate steps to ensure the security of any money, documents, other property or information handled or held on your behalf. It is our policy to retain records for insurance cover effected on your behalf for a minimum of 3 years after expiry and otherwise as required by regulation or law.

18.5. All information in any form, with the exception of policy documents and certificates issued on behalf of insurers, supplied by us to you must be treated as strictly private and confidential and not be released directly or indirectly to any other party, without our explicit, written consent.

19. Termination of our authority to act on your behalf

19.1. You or we may terminate our authority to act on your behalf by providing at least 14 days notice in writing (or such other period we agree). Termination is without prejudice to any transactions already initiated by you, which will be completed according to these Terms of Business unless we agree otherwise in writing.

19.2. You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and/or fees payable in relation to insurance cover placed by us prior to the date of written termination of our authority to act on your behalf.

20. Severability

20.1. 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.

21. Assignment

21.1. We are entitled to assign 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.

21.2. We are entitled to transfer client monies to an identical 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

22. Law and jurisdiction

22.1. These Terms of Business which form our agreement with you shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts unless we agree with you otherwise.

23. Rights of Third Parties

23.1. 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.

24. Insurer credit searches

24.1. Insurers may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to calculate the risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of your application will not solely depend on the results of the credit scoring process.

24.2. To ensure you receive the most competitive offer from insurers, now or at any time and to protect customers from fraud and verify customers identity, insurers may use publicly available data which they obtain from a variety of sources, including credit reference agencies and other external organisations. Their search will appear on your credit report whether or not your application proceeds.

25. Premium finance credit searches

25.1. When applying for a loan to facilitate payment of your premium by instalment facilities, your application for credit will be passed to the credit provider who in assessing your application may search public information held by a credit reference agency about you. The credit reference agency will add details of the search and your application to their record about you whether or not your application proceeds.

26. Bribery and corruption

26.1. We have no tolerance for bribery and corruption and this policy extends throughout the company for all of its dealings and transactions in all countries in which we operate. Our anti bribery policy is updated in line with the changes in law, changes in our business and our reputational demands. All employees are required to comply with this policy.

26.2. Both parties agree to comply fully with the requirements of the Bribery Act 2010, and will not engage in any of the following activity:

- promising or giving of an advantage, financial or otherwise, to another person to bring about an improper performance or to reward such improper performance
- requesting, agreeing to receive or accepting of an advantage, financial or otherwise to act improperly
- bribe a foreign public official to do or reward them for doing, something improper

26.3. Additionally, where applicable, a firm will prevent bribery being committed on its behalf by its employees and third parties.

27. Sanctions

27.1. Both parties shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic, financial or trade sanctions legislation.

28. Complaints

28.1. While we will always endeavour to provide you with a high level of customer service if you feel dissatisfied with the service you have received you should, in the first instance, contact the office you usually deal with to register your complaint.

Or, alternatively you may refer the matter to –

email: insurance.complaints@bluefingroup.co.uk

post: Complaints Officer
Bluefin Insurance Services Limited
Central House, Beckwith Knowle
Otley Road
Harrogate
HG3 1UF

Tel: 01423 724700

28.2. We need you to help us by summarising the problem, policies affected and the resolution you expect. Please ensure whenever possible that you quote your customer reference number together with the identity of our member of staff and office address.

28.3. We will endeavour to rectify the problem immediately but if we are unable to do so your complaint will be dealt with in accordance with our formal Complaints Procedure, a copy of which will be provided to you.

28.4. If you remain dissatisfied you may be an eligible complainant within the rules of the Financial Ombudsman Service (FOS). Their jurisdiction broadly covers those that employ less than 10 persons and whose turnover or annual balance sheet is less than 2 million Euros, and charities or trusts whose turnover or net assets respectively are less than £1m. Should you remain dissatisfied with our final decision or more than 8 weeks have passed since receipt of your complaint then if you wish, you may contact the FOS, details of which can be found at www.financial-ombudsman.org.uk. Full details will be supplied in our Complaints Procedure.

29. Compensation

29.1. We are covered by the Financial Services Compensation Scheme (FSCS) and you may be entitled to compensation from the FSCS if we cannot meet our obligations. Full details and further information on the scheme are available at www.fscs.org.uk.