

Kevin McGee  
KPM Financial Services  
Barnsley Business & Innovation Centre Innovation Way  
Barnsley  
South Yorkshire  
S75 1JL



27 March 2017

**Dear Kevin,**

**Insurance renewal for Professional Indemnity Insurance**  
**Policy Number: MP/045043/2015**

I refer to the above policy which falls due for renewal on 31 March 2017.

**Our Recommendation:** I am pleased to recommend renewal of the existing policy with Beazley Suyndicate 623/2623 at Lloyds via Towergate as this is the most suitable policy available in line with your Demands and Needs.

- **Premium: £630.80.16 pa or £70.02 10 for ten months**

This is slight increase over last year's premium.

This quote is valid until renewal and includes insurance premium tax.

**Summary of Demands & Needs: Your Requirements**

Insurance renewal per existing requirements and calculated on the basis of the expiring policy and completed renewal proposal form dated 20<sup>th</sup> March 2017. Principle requirements include a competitive premium for;

£1.75M Professional indemnity in the aggregate

**Claims Experience:** within last five years

Two incidents/ claims as recorded

You do not have any unreported claims or incidents that may give rise to a claim other than that shown above.

Please let me know if your statement of demands and needs has changed in any way.

**Summary of Cover:** In line with expiring policy.



Tel: 01383 741997 Email: lee@lyncombebrowsers.co.uk Web: www.lyncombebrowsers.co.uk

**Calculation of Premium**

The policy is an annual contract and there is normally no refund of premium in the event of mid term cancellation.

**Exclusions & Conditions:** As expiring policy

This quote is subject to the standard policy terms, conditions and exceptions together with any client specific endorsements and warranties previously notified.

**Duty to disclose all facts**

You understand the importance of disclosing all circumstances material to the contract and the consequences of failing to make such disclosures could invalidate all or part of your insurance.

For Consumers (individuals buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) this means that you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other clients must disclose all "material facts" (any information that may influence the insurer's decision over cover or terms) prior to inception and throughout the period of insurance. Failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid.

If you are unsure what is a material fact please ask for clarification.

**Terms of Business**

I have enclosed our current Terms of Business document which outlines our services. Please read this information prior to your acceptance of the quotation.

**TO PROCEED WITH YOUR RENEWAL**

I trust you will wish to renew your policy for the coming year.

**To ensure continuity of cover please confirm renewal of your insurance and return the enclosed acceptance form.**

Please note there are no days of grace provided by the insurer.

I look forward to hearing from you.

Yours sincerely,



**Lee Clifford**

**Commercial Risks**

Email: [lee@lyncombebrokers.co.uk](mailto:lee@lyncombebrokers.co.uk)

# 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 "your duty to give information" section. If you do not agree to any part of the information, please tell us. We assume that you accept the terms of this agreement unless we hear from you.

## Limit of Liability

This clause restricts the amount that may be recoverable as a result of our negligence. Other than injury or death of any person (that no cap on liability will apply), our liability to you for the services we provide shall not exceed £2,000,000 in connection with any one event or connected events.

### **WARNING! Your duty to give information**

**IT IS IMPORTANT THAT YOU UNDERSTAND YOUR DUTY TO PROVIDE ALL MATERIALLY IMPORTANT INFORMATION, IN COMPLETENESS AND ACCURATELY TO US AND YOUR INSURERS NOT ONLY WHEN YOU TAKE OUT YOUR INSURANCE, BUT ALSO THROUGHOUT THE LIFE OF YOUR ARRANGEMENT, AT THE ANNUAL RENEWAL OR AT ANY OTHER TIME WHEN YOU MAKE OR NOTIFY CHANGES.**

Materially important information is any information that could influence an insurer's decision to accept your risk including the cost of your insurance. For example, details of previous insurance claims that you have made, or reported. Personal information about you, such as Criminal Convictions (you have a duty to give this information even when the insurance relates to a business and not you). General information about the risk, such as the construction of a building, (for example, concrete floor, timber frame with brick, stone, and a slate roof) if you are not sure how much information to provide or do not understand the question please ask.

This reason why this is vital and extremely important is that if you fail to tell us something, your policy will leave you with no insurance protection; insurers will not pay any claims and cancel your policy. You will find it difficult to re-arrange cover because you did not tell an insurer everything, and you will have to disclose this fact when you reapply for insurance.

## The Regulator

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services.

Lyncombe Brokers Limited is an Appointed Representative of Momentum Broker Solutions Limited which is authorised and regulated by the Financial Conduct Authority (FCA). Momentum Broker Solutions Limited is permitted to arrange, advise on, deal as an agent of insurers and assist in claims handling with respect to of all types of General Insurance policies, for example Personal Car, Home, and Commercial Risks (manufacturers, retailers and professionals for example). You can check these details on the FCA's Register by visiting the FCA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FCA on 0800 111 6768.

## Confidentiality and Data Protection

We will exchange the information that you provide to us with insurance companies and other brokers or agents for the purposes of obtaining quotations and arranging cover, this may result in a credit check to confirm your identity and minimise the risk of fraud. We will treat all information as private and confidential, and in strict accordance with the Data Protection Act (DPA), even when you are no longer a customer and only share information if we are required to do so by law, or regulation.

Under the DPA, you have a right to a copy of any personally identifiable information about you that we hold in our records, you can obtain details by writing to us at the usual address. A nominal charge might apply in providing the information to you.

## Confidentiality and Data Protection – cont

We will, in addition use information for marketing similar products or services by us and carefully selected companies. Contact may include SMS text, post, telephone or e-mail. If you do not want us to use your information in this way, please let us know.

## Our Service

We act both as agent of insurer, and on behalf of you, the customer. We have in place management controls to deal with any conflicts of interest that might arise. Unless we advise you otherwise, in each case we are acting on your behalf.

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 the insurance arrangement.

Depending on the complexity of your requirements and our understanding of your knowledge of the insurance you require, we will either:

Provide you with advice and guidance, after assessing your demands and needs and recommend a suitable policy based on our experience of dealing with similar risks.

OR, we will provide you with information only; including generic comparable details, you will need to make your own choice as we will not provide you with any advice or specific recommendations.

We will tell you which type of service we are providing as part of our selling process. In all cases our service will include arranging and administering your insurance, including helping you with on-going changes and assisting you if you need to make a claim.

If we use the services of another intermediary to place your insurance we will state the name of the intermediary we use and the name of the insurer.

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

## Our Selection

We offer products from a wide range of insurance companies.

Our selection usually involves using our knowledge of the insurance market to select which insurance companies to approach and presenting to a reasonable share of insurance companies that will insure for the risk at hand. However, sometimes we may only approach two or three insurance companies or just one depending on the risk. We will tell you the basis of our selection as part of our selling process. You can also request a list of the companies we approached.

## Demands & Needs

What we mean by this is that we will assess the suitability of any insurance we arrange based on the insurance protection you have requested and our understanding of what you need on the experience of dealing with that type of insurance and our general understanding of products available in the insurance marketplace.

## Financial Strength

We regularly assess the financial strength of the Insurance Companies and other intermediaries that we deal with. The process usually involves general observation of the financial ratings applied by independent rating agencies such as Standard & Poor's and A M Best published with other readily available information within industry guides, newsletters and press releases. Whilst we select our insurers carefully, we cannot guarantee their financial strength.

## Language Used

The English language will be used for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract.

## **WARNING! Warranties and Conditions Precedent**

Your insurance may contain a number of WARRANTIES and CONDITIONS PRECEDENT. These are critically important terms. You must comply with them word for word otherwise; your insurer will not pay a claim and may cancel your policy from the start, even if there is no connection between a breach of these terms and the cause of the loss. You will find full details in your policy schedule and document.

An insurance warranty is not a good thing, it does not mean that it is a guarantee of something; it typically means that you must comply with terms in order that your insurance protection remains operative.

**FAILURE TO COMPLY MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.**

## **Our Fees, Commission and Charges**

We receive commissions from insurance companies and in addition, we may charge a fee or a combination of both. The agreements we have with insurance companies will determine when we receive our commission and fees. If we opt to charge a fee, you will be advised prior to policy inception or renewal. In respect of any midterm transaction, we reserve the right to make a charge of up to £50.

In addition, there may be a fee charged for making payment by credit or debit card. This rate is variable and you will be advised of this before any payment is processed.

We may also receive commission or fees for arranging finance agreements or for passing introductions to other professional firms.

You are entitled to request information about the commissions that we may have received in connection with your insurance, if you want this information you should contact us.

## **Money**

We will hold the money you pay to us on behalf of insurers either in accordance with the Client Money rules or under a risk transfer agreement with insurers. The options will include holding your money in one of the following ways.

A statutory or a non-statutory trust client money bank account governed by rules that seek to protect customers against the inability of an Insurance Broker to transfer premiums to Insurance Companies, or to transfer refunds and or claims money to you.

A non-statutory trust account allows us to use the money held in trust on behalf of one customer to pay another customer's premium before we receive it from that customer and to pay premium refunds or claims before we receive payment from Insurance Companies. This is normal practice within the Insurance Industry and we cannot use Client Money for any other purpose. Unless you tell us otherwise, you are consenting to us holding your money in this way.

A statutory trust account only allows us to use the money held in trust on behalf of a customer for paying that customer's premium to an insurance company and to pay premium refunds or claims we receive from that insurance company.

We also have agreements with Insurance Companies in most cases that transfer the risk of money we receive from customers to them, these agreements deem any money you pay to be received by them and they will bear the risk of any losses in the event that our firm becomes insolvent. This includes claims money or premium refunds we receive until paid to you.

What this means is that in the event that this firm becomes insolvent customer monies remain protected. No interest will be payable to you and we may deploy the services of other regulated firms to provide our service to you in which case your premium may be passed to other regulated firms. We will inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different.

## **Payment Options**

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium.

If you choose to enter in a finance arrangement, this will be subject to interest charges that we will confirm to you when providing the full details.

Importantly, the arrangement you will enter into will be with the finance company not us. You will be liable to pay their costs and charges if you do not keep up your repayments and we will cancel all cover under your policy.

## **Cancellation**

Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting outside their trade or profession (Consumers) will usually have a legal right to cancel policies for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. You will always be advised where this Right applies. A charge may apply for the period of cover provided and, in addition, an administration charge will apply as shown in the charges section above, cancellation under this right must be in writing, prior to expiry of the 14-day cancellation period, to our usual office address.

## **Complaints**

We are committed to providing our customers with a high standard of service but understand things can go wrong. If for any reason we have not met your expectations, let us know as soon as possible, either by informing your usual contact, or calling our main office telephone 0845 241 7918, or writing to The Complaints Manager, Momentum Broker Solutions Limited, Press House, Narborough Wood Park, Desford Road, Enderby, Leicester LE19 4XT or email [info@momentumsolutions.co.uk](mailto:info@momentumsolutions.co.uk).

If we are unable to resolve the issue to your satisfaction within 1 working day, we will formally investigate the matter. You will receive an acknowledgement of the matter together with a copy of our complaints process within 5 working days.

We will then aim to investigate and provide a resolution as quickly as possible, informing you of the position at no later than 4 weeks and a final response no later than 8 weeks.

If you are not happy with our response, or the position after a period of 8 weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS) for an independent assessment and opinion.

*Financial Ombudsman Service, South Quay Plaza,  
183 Marsh Wall, London, E14 9SR.  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)*

The FOS Consumer Helpline is on 0800 023 4567 (free for people phoning from a "fixed line" (for example, a landline at home) or 0300 123 9123 (free for mobile-phone users paying monthly charge for calls to No's starting 01 or 020).

**A full copy of our complaints procedure is available on request.**

## **Financial Services Compensation Scheme (FSCS)**

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS.

If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit, however compulsory classes of insurance (such as motor insurance) is covered for 100% of a claim. Further information is available from the FSCS helpline on 0207 892 7300 and [www.fscs.org.uk](http://www.fscs.org.uk).

The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims usually because it has ceased trading or become insolvent.

## **Applicable Law**

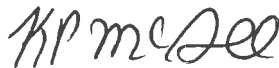
This Terms of Business is subject to English Law and the jurisdiction of the English Courts.

### Quotation

**To** Kalpana Khosla  
**Email** Kalpana.Khosla@momentumsolutions.co.uk  
**From** joe.embleton@towergate.co.uk  
**Date** 24 March 2017  
**Subject** Professional Indemnity Insurance  
**Reference** 22953619

**Name of Insured** KPM Financial Services  
**Renewal Date** 1st April 2017

<b>Limit of Indemnity</b>	£ 1.75 million in the aggregate
<b>Mortgage &amp; Loan Activities as described in the proposal form</b>	
<b>Section Excess</b>	£ 1,000 each and every claim/claimant
<b>General Insurance &amp; Non-Investment Life Activities</b>	
<b>Section Excess</b>	£ 1,500 each and every claim/claimant
<b>Endorsements</b>	None
<b>Retroactive Date</b>	None
<b>Insurer</b>	100% Beazley Syndicate 623/2623 at Lloyds
<b>Conditions</b>	As per policy terms and conditions
<b>Premium</b>	£ 528.00
<b>Insurance Premium Tax @ 10.00%</b>	£ 52.80
<b>Customer Service Charge</b>	£ 50.00
<b>TOTAL</b>	£630.80

<b>Payment Option 1</b> <b>Total amount payable £ 630.80</b>  Payment by credit card is subject to a 2% additional charge	Sign   Date
<b>Payment Option 2 *</b> <b>Monthly payment terms of £70.02</b>  Paid over 10 months using Premium Credit facility charged at 11% (* small rounding differences may apply and Premium Credit will write to you with full payment terms and conditions)	Sign   Date 31/03/2017

The illustration is valid for 30 days only and is based on the information you and your client have provided. It is not a guarantee of acceptance of cover. By signing either option box above, you are confirming acceptance of the terms offered and that your client is not aware of any additional complaints, claims or circumstances that could give rise to a claim, which was known or notified to you or your firm subsequent to the date of the latest proposal form. If your client is happy to proceed on this basis, please sign and date the appropriate quotation box and return to us enclosing a cheque for the total amount payable, credit card details or alternatively bank account details for the monthly payment terms. On underwriters' acceptance, insurance documentation will be issued – please note that we no longer require the original ink signed proposal form posting to us. If you have already submitted the payment method, please provide instructions to proceed by faxing or posting the signed and dated acceptance of the above terms.

Cover must start within 30 days of the date on which the application form is signed.