

Hayley White

From: Lissa Harding <Lissa.Harding@cameandcompany.co.uk> on behalf of Came and Co - Renewals <renewals@cameandcompany.co.uk>
Sent: 11 January 2021 15:19
To: Julie Earp
Subject: Ilminster Town Council - Pre-Renewal Message
Attachments: Ilminster Town Council - Pre-Renewal Invitation 2020.pdf; TOBA.pdf; Employers Guide ELTO 2014.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mrs Earp,

Ilminster Town Council Insurance Renewal

As you are aware the insurance for Ilminster Town Council is due for renewal on 1st April 2021 and is currently insured with Hiscox.

The insurance industry is regulated by the Financial Conduct Authority (FCA) and in order to comply with regulation we are required to provide you with our Terms of Business (TOBA), a copy of which is attached and to ensure that the cover for Ilminster Town Council meets with your demands and needs. To this end we request that you review the attached Client Risk Presentation, specific to Ilminster Town Council and return it to renewals@cameandcompany.co.uk at your earliest convenience. The details contained within this risk presentation will be used to prepare your renewal quotation and should we not receive any amendments, it will be necessary for us to make certain assumptions which could affect your premium. This is to ensure that terms are provide to you in 'good time', as required by the FCA.

We at Came and Company, take the protection of your data very seriously and strive to support you in your duty in relation to the control of your data. We therefore ask that you supply data which is only relevant to the renewal being discussed and ensure any personal information is redacted prior to sending. If you have any queries in relation to the data to send us, please do contact us for advice and we will of course ensure the data is checked upon receipt by our teams.

When completing your form please bear in mind your duty to present the risk fairly, as explained in the Insurance Act wording below

Insurance Act

Under the Insurance Act 2015 you now have a new duty to provide a 'fair presentation' of the risk to insurers, which replaces the previous duty to disclose all material facts. This means that you must now clearly disclose every material circumstance which you, your senior management or persons responsible for arranging your insurance, know or ought to know following a reasonable search. A material circumstance is one that may influence an insurer's judgement over whether to take the risk and, if so, on what terms. If you are in any doubt as to whether a circumstance is material you are advised to disclose it.

Please note that failure to disclose a material circumstance may entitle the insurer(s) to impose different terms on your cover or reduce the amount of a claim payable. In some cases your cover could be invalidated, which would mean that a claim would not be paid.

To avoid the risk of under-insurance it is vitally important that your sums insured /indemnity limits are maintained at a correct level. I would, therefore, ask you to consider whether the policy coverage and sums insured / indemnity limits are sufficient to ensure that you will be adequately protected in the event of a claim. You understand that you must make a fair presentation of the risk to us when completing this form and at inception, renewal and variation of your policy. This means that you must tell us about all facts and circumstances which may be material to the risks covered by the policy in a clear and accessible manner and must not misrepresent any material facts. A material fact is one which would influence the acceptance or assessment of the risk. If you have any doubt about facts considered material, it is in your interest to disclose them.

Failure to make a fair presentation of the risk could result in the policy either being avoided, written on different terms or a higher premium being charged, depending on the circumstances surrounding the failure to present the risk fairly.

Next Steps

In the next few weeks your current insurer will issue us with your renewal terms, at which time we will review your policy requirements and issue a renewal quotation approximately 4 weeks prior to your renewal date. If you are not under a long term agreement and a full market review is required, we will conduct this on your behalf.

We trust you find this to be in order and look forward to hearing from you should you have any queries.

Yours sincerely,

The Local Council Insurance Renewal Team

Came & Company Local Council Insurance

Blenheim House, 1-2 Bridge Street, Guildford, Surrey GU1 4RY

Office Tel: 01483 462860

Email: renewals@cameandcompany.co.uk

Came & Company Local Council Insurance is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority.

Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland.

Company Number: SC108909

<https://www.ajg.com/uk/>

We are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, reinsurers, other brokers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our privacy notice at <https://www.ajg.com/uk/privacy-policy/>. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

Where you are obtaining a non-consumer policy of (re)insurance, or cover for additional risks or renewal under an existing policy, you are required to make a fair presentation of the risk to a (re)insurer which discloses every material circumstance which you know or ought to know relating to the risk to be insured. A circumstance is material if it would influence the judgment of a prudent insurer in determining whether to provide insurance for the risk and, if so, on what terms. Disclosure must be reasonably clear and accessible to a prudent insurer and made in good faith. The aforementioned duty of disclosure is the applicable duty under the laws of England and Wales. If your policy is not subject to English law you are expected to disclose risk information in accordance with the requirements of the applicable law. In such circumstances we expect you will disclose risk information at least equal to the standard required under English law and where the applicable law requires you to disclose information over and above the level required under English law you will provide such information in accordance with that law.

Where you are obtaining a consumer policy of insurance, you must read each question and answer honestly and fully and must take reasonable care to not make a misrepresentation.

Failure to comply with the above disclosure requirements, as they apply to you, could mean that your policy of (re)insurance is void, its terms are materially altered or that (re)insurers are not liable to pay all or part of your claim(s). If you are in any doubt as to your obligations you should ask your usual contact.

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