



BIRNBECK INSURANCE SERVICES

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www.birnbeckinsurance.co.uk

17 July 2019

Sharon Emery
t/a Exploring Nature
316 Chatsworth Avenue
Cosham
Portsmouth
PO6 2UP

Our Ref: EMERSH1/TS
Your Ref:

Dear Sharon,

Re: Forest School Combined Liability Insurance

Many thanks for your instructions regarding the above. I am pleased to confirm cover with effect from 24/07/19 for a period of 12 months with Catlin Insurance Limited, via a special scheme for forest school practitioners administered by ourselves and Self Assured Underwriting Agencies Limited.

Your levels of indemnity are confirmed at £5,000,000 for Public/Products Liability and £10,000,000 for Employers Liability, with a £250 excess applying to any claims.

The actions of unpaid assistants/volunteers are also covered by this policy, but they must be acting upon your orders, your work agenda and your risk assessments for such cover to apply.

Your Cover

Cover for:	Combined Liability Insurance
Policy Number:	TBA
Period of Cover:	24/07/19 - 24/07/20
Insurer:	Catlin, via ourselves and SAUA Limited

Premium:	£	250.00
Insurance Premium Tax:	£	30.00

Total Amount:	£	280.00
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Policy Summary

Please read the Policy Summary recently emailed to you. It provides important information about your cover and includes details about your cancellation rights and what to do in the event of a claim.

Independent Insurance Brokers
Birnbeck Finance Limited T/as Birnbeck Insurance Services. Company Registered No: 1158939
Authorised and Regulated by the Financial Conduct Authority. No: 125599
Registered Address: Whetcombe Whey, Ropers Lane, Wrington, Somerset, BS40 5NH

Your Demands and Needs

We believe this product meets your demands and needs in wishing to insure against Combined Liability insurance, as more fully described in the email recently sent.

Our Recommendation

We recommend the cover provided by Catlin/SAUA. It meets your Demands and Needs, as previously described.

Payment

We acknowledge receipt of your payment for this policy, via a Visa Debit Card and I have emailed you a receipt for your records.

What products do we offer?

We offer products from a range of Insurers based on a fair analysis of the market.

Credit Checks

Unless you advise otherwise, part of our renewal procedure may include a credit check which is information about you that is within the public domain.

Our Terms of Business

We attach our Terms of Business, which clearly sets out the details of the basis upon which we trade including our Complaints Procedure. Please read this carefully to ensure that our services are right for you.

Documentation

Your Policy Documents will follow in due course. In the meantime, please refer to the Policy Summary provided for outline details of your insurance cover.

We would like to take this opportunity to thank you for placing your business with ourselves. Please do not hesitate to contact us if you have any queries regarding your cover or any other aspect of the service we provide.

Yours sincerely

Tracey Steele

Tracey Steele

Demands and Needs Statement

You have indicated your cover requirements in respect of your Liability Insurance, and we consider these to be your demands.

Demands and Needs identified:

- **Public Liability-** Your demands were for a policy that provides cover for claims arising from your legal liabilities to the public, caused through your stated business activities. We recommend this policy as it provides public liability cover at the agreed indemnity limit shown in the risk details.
- **Employers Liability-** We recommend this policy as it provides cover to meet your statutory obligation as an employer to cover legal liabilities for injury to your employees.

The specific risk details and sums insured you have requested are shown in the enclosed documentation, therefore DO NOT use this document as a statement of cover, please refer to the 'Risk Summary' document attached.

Recommendation;

In making a recommendation for you, we have taken into consideration your demands, value for money, and due to the specialist activities of your business, an analysis of a limited range of providers. (A list of providers is available upon request). Of the Insurers considered, we are recommending Catlin Underwriting Agencies as best meeting your demands and needs based on:-

- Suitable cover tailored to the needs of the Outdoor Education sector
- A competitive premium, offered by a financially secure Insurer
- Their expertise in this field
- Prompt and efficient claims handling service

Covers not taken up and other significant factors:

- Not Applicable

Covers we were not able to provide:

All of your Demands & Needs have been met

Please check that all the information contained in this statement and the attached documentation is correct and accurate and contact us immediately if this is not the case.

POLICY TYPE:

LIABILITY

COVER:-

Forest school practitioner providing activities for children & adults of all ages. General forest school work including shelter building, use of hand tools (including knives), tree climbing to 1.5 metres, use of swings rope swings and play equipment for children up to primary school age, occasional lopping/coppicing, felling (diameters less than 6"), foraging, low level charcoal making (twigs/tins/cans), green woodworking, gardening sessions including tuition, pond/stream dipping, face painting, birthday parties, camp fires, overnight camps etc.

LIABILITIES:-

Employers Liability – Limit of Indemnity	£10,000,000
Public/Products Liability – Limit of Indemnity	£5,000,000

EXCESSES:-

Standard	£250
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CLAUSES & EXCLUSIONS:-

Excess
Premium Payment Warranty
Bona Fide Sub Contractors Condition
Participant to Participant Extension
Treatment Exclusion
Professional Liability Exclusion
Tour Operators Liability Exclusion
Use of Rope Swing/Play Equipment Condition
Stream/Pond Dipping Supervision Condition
Proprietary Brands Condition
(please refer to policy documentation for full details)

CLAIMS EXPERIENCE:-

None

TERRORISM INSURANCE:-

May I bring to your attention the optional peril of terrorism insurance. All UK insurers will offer a quotation for full "all risks" terrorism insurance. Kindly advise us if a quotation is required – a telephone call will suffice.

A HOLE IN YOUR INSURANCE ARMOUR?

As a sole contractor, it would remiss of us not to bring to your attention a potential hazard.

In the event that you were unable to work, due to an accident, illness or both, then it is important to replace that loss of income.

A personal accident/sickness policy would protect you in such times of need, with capital benefits (lump sums) if permanently injured, together with weekly cash benefits for a maximum two-year period, subject to a minimum seven-day excess.

For more information or a quotation, please contact us.

COMMERCIAL LEGAL EXPENSES

In our current highly litigious society, may I bring to your attention the availability of a separate commercial legal protection insurance policy underwritten by specialist insurers, who offer cover relating to:-

- Employment Disputes and Compensation Awards
- Legal Defence
- Attendance Expenses (including Jury Service)
- Property Protection
- Bodily Injury
- Tax Protection

Please telephone if you require a quotation.

LEGAL MANDATORY REQUIREMENT:-

With effect from 1 April 2011, the Government requires all employers to advise their insurance intermediary of their "Employer Reference Number" (commonly referred to as "Employer PAYE Reference"), together with a full list of subsidiary companies. This will enable a database to be created for future reference relating to continuity of employers' liability claims. **PLEASE COMPLETE AND RETURN THE ATTACHED "EMPLOYERS LIABILITY TRACING OFFICE" FORM DIRECT TO THIS OFFICE.**

Employers Liability Tracing Office

Complete one form for each Parent/Subsidiary Company

Policyholders Name:											
Trading Name:											
Address:											
Type of Company:	Parent: <input type="checkbox"/> Subsidiary: <input type="checkbox"/> Associated: <input type="checkbox"/>										
Employers Reference Number (ERN) (known as "Employer PAYE Reference")				/							*
	* Most companies prior to 2001 will have 6 numbers.										
Companies House registration number											
Employers reference number exempt	Yes <input type="checkbox"/> No <input type="checkbox"/>										

**IMPORTANT: WHEN COMPLETED, PLEASE RETURN THIS FORM DIRECT TO
BIRNBECK INSURANCE SERVICES**

TERMS OF BUSINESS

This document details our service and our arrangements for dealing with Your insurance. Please read it carefully and retain a copy for Your records. 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 and this agreement shall be subject to English Law

The Financial Conduct Authority

The Financial Conduct Authority is the independent watchdog that regulates financial services. Birnbeck Finance Ltd T/as Birnbeck Insurance Services is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 125599. You can check our status at <https://register.fca.org.uk> by contacting the FCA on 0800 111 6768. Our permitted business includes advising, arranging, dealing in and assisting with the performance & administration of General Insurance policies.

Data Protection and Privacy Statement

We are a data controller and our data protection officer is Stuart Rose

We act as Your agent and will collect data, including personal information and risk details, solely to enable us to obtain and provide insurance quotations, arrange and administer Your insurance. Data collected by us is contractual, and for our legitimate business interests as an insurance broker and we will be unable to offer any quotation or insurance if You refuse to provide certain personal data, including health, financial and criminal records data which is collected under the lawful basis of public interest, where these would affect the provision of cover and/or performance of insurance contracts. Your information will be held securely by us and shared with insurers, and anyone else involved in the normal course of arranging and administering Your insurance which could include reputable providers outside the EU, to enable them to provide accurate terms and they will also obtain data about You and Your insurance history from various insurance anti-fraud databases, such as the Claims and Underwriting Exchange (CUE) as well as publicly available websites and credit referencing agencies.

We will not give anyone else any personal information except on Your instructions or authority, or where we are required to do so by law, or our regulatory requirements. Information about You and Your insurances will be held while You are a client and for a minimum of three years, and in certain circumstances up to seven years, after expiry of Your policies. Under the Data Protection Act data subjects have the right to see, and correct, personal information about them that we hold. Please write to our data protection officer at our usual office address if You wish to exercise Your rights or have a complaint about our use of Your data.

Our Service

We are an independent insurance intermediary, who acts on our customers' behalf in arranging insurance, including: assessing Your insurance needs and Personally Recommending policies suitable for You; arranging Your insurance cover with insurers to meet Your requirements; and helping You with any ongoing changes You have to make. As part of our service, We will assist You with any claim You need to make and tell You what Your responsibilities are in relation to making claims.

For policies purchased solely through our Website we will ask sufficient questions to offer a policy consistent with Your stated needs, but You will need to make Your own decision on the suitability of any such product.

Our Service in relation to the provision of Premium Finance

We are a credit broker, not a lender. We only offer the credit facilities of insurers and/or Close Brothers Premium Finance. We may use providers who will conduct a credit check and share Your payment record with other lenders, all of which may be recorded on Your credit record. **Please contact us if You do NOT consent to a credit check being undertaken**, however this may affect our ability to offer instalment facilities to You.

Please Note: Your policy cover will cease if You fail to keep up payments on an instalment agreement or premium finance facility related to it. In entering into a credit agreement to pay Your insurance premium, You give the finance provider the legal Right to cancel Your insurance policy on Your behalf in the event that You default on the loan, and offset any refunded premium against the outstanding amount owed to them. This means that if You default on Your payment terms and the finance provider requests that We cancel Your policy, We will do so as Your agent.

Payment Options

We normally accept payment by cheque or the following credit/debit cards – Visa and Mastercard. You may be able to spread Your payments through insurers' instalment schemes or a credit scheme, which We have arranged with an established insurance premium finance provider, however rates and acceptance may be subject to a credit check. We will give You full information about Your payment options and the appropriate finance agreement when We discuss Your insurance in detail.

Are We covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the Financial Services Compensation Scheme (FSCS). For Commercial customers with less than £1m turnover, insurance advising and arranging is covered for 90% of the claim, without an upper limit. All compulsory insurances (for example, motor insurance and employers' liability insurance), insurance advising and arranging are covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available from the FSCS.

Our Fees and Charges for the services We provide to You

We usually receive a commission from the insurer, which is taken from the premium You pay to Us and, in addition, We normally make the following charges to cover the administration of Your insurance:

Arranging new policies	£ 15.00
Mid term adjustments	£ 15.00
Mid term cancellations and other refunds are refunded NET of commission. We may, in addition, charge a	£15.00 administration fee.
Renewals	£ 15.00
Replacement/duplicate certificates or cover notes	£ 15.00

Occasionally We may arrange a policy on which We earn no commission and in these cases We will advise You of the arrangement fee before You take the policy out. **We may also make additional charges specific to the arrangement and servicing of certain policies, but these will always be advised to You in advance.**

What to do if You have a complaint

Our aim is to provide a first class service, however, if You wish to register a complaint, please contact us **by writing** to Stuart Rose, Birnbeck Insurance Services, 129 High Street, Worle, Weston-super-Mare, BS22 6HQ, or, **by phone** Telephone 01934 522252, **by email** at office@birnbeck.com.

If You cannot settle Your complaint with us, You may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment and opinion. The FOS Consumer Helpline is on **0800 023 4567** and their website is at: www.financial-ombudsman.org.uk Or You can contact them by post at: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Claims

All incidents which could lead to a claim must be reported as soon as practicable. Your insurer's claims contact number is shown in Your policy.

Sums Insured and Indemnity Limits

You will be responsible for ensuring that all sums insured and indemnity limits are adequate for the cover requested. We will advise You of the basis of calculation for sums insured and will, on request, give You details of external experts, such as surveyors and valuers, which You may wish to consult. The following information on calculating business interruption sums insured is given for guidance, but You should always seek specific advice from us if You are in any doubt as to what should be included.

Business Interruption / Loss of Profits Insurance

Several types of cover exist; Gross Profit basis (usual for manufacturers, retailers etc); Gross Revenue basis (normally for consultants, professions); and Increased cost of working basis, for businesses that believe there would be no loss of profit or revenue in the event of a claim, but would need to cover increased trading costs until the claim is settled.

'Accounting Gross Profit' and 'Insurance Gross Profit' are not the same thing. Where Your policy includes this cover, the Sum Insured for 'Gross Profit' should

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Information on how We treat Payments You make to Us

Under the terms of our agreements with the Insurance companies with whom We place business, We normally receive premiums You pay to us as Agent of the Insurer. All insurance premiums You pay to us are protected in a Statutory Trust Client Account until We pay insurers. We do not pay interest on premiums held in the course of arranging and administering Your insurance.

Average

In the event of under-insurance, Insurers may reduce the amount of any claim settlement in the same proportion as the sum insured bears to the total value of the insured items.

Our Service and Obligations to You:

We will conduct a fact-find to evaluate Your insurance needs with the member of Your business that You choose to nominate as Your Insurance Contact (as stated in the Declaration below), who will be responsible for ensuring that Your disclosure obligations to insurers are met.

We will act as Your agent in sourcing a policy to meet Your demands and needs and presenting the information provided by Your nominated Insurance Contact in a manner which is clear and accessible to insurers. Where we operate under any delegated authority from insurers we will act as their agent when issuing cover and in handling any claim You may make, and We will always advise You where this is the case.

We will advise and make a personal recommendation for You after We have assessed Your demands and needs. Our advice will be confirmed in a demands & needs and suitability statement, giving the reasons for Our recommendation.

We typically offer advice from a range of insurers, representing a fair analysis of the market, which means that We will have compared products from a sufficiently large range of insurance providers in terms of cover, price, quality of service and other relevant features in order to select appropriate policies for You. Under certain circumstances We may only deal with a limited panel, or single insurer and we will advise You of the identity of the insurers considered. We may use another, specialist, intermediary to access the insurance product that most suits Your needs. We will always inform You where this is the case.

We usually receive commission from the insurer, which is taken from the amount You pay, and from the premium finance provider with whom We place Your business and, in addition, We will normally make the charges as shown in our Terms of Business Agreement to administer Your policy, but the specific charges applicable to Your policy will be included in Our Remuneration Statement. Prior to the conclusion of each insurance contract, or upon renewal, We will remind You of Your right to be advised of the level of commission which We receive from underwriters. 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.

Please contact Us immediately if You wish to change the person in Your business nominated as Your Insurance Contact.

Your Responsibility to Provide Information

You have a duty under the Insurance Act 2015 to make a fair presentation of the risk to insurers. This duty applies when You take out Your insurance cover, throughout the life of Your policy, and when You renew Your insurance.

This duty includes a need for You to undertake a reasonable search for *material information* which is known, or ought reasonably to be known, by anyone playing a significant role in making business decisions in Your business (such as Your company's principals, directors, senior management or shareholders) and

normally be calculated using the following method:

Annual turnover *plus* year-end stock and work in progress; *less* opening stock (and work in progress) and purchases, bad debts and uninsured variable expenses (such as the purchase of raw materials or shipping costs)

Gross Revenue insures the total turnover without deductions and Increased Cost of Working is based on projected additional costs of temporary relocation and other forecast additional costs.

Business interruption sums insured should then be adjusted to take into account the indemnity period (eg. doubled for 2 years indemnity period)

Cancellation of this Agreement

This agreement will remain in force unless cancelled by either party in accordance with the terms below or You have no insurance business placed through Us. You may cancel the agreement at any time, subject to notification in writing to our usual office address. In the event of cancellation, We shall be entitled to retain any commissions and fees earned prior to the date of cessation of the agreement in full. We have the right to cancel this agreement subject to one month notice in writing to Your last notified address.

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staff responsible for arranging or administering Your firm's insurance.

You should advise Us of any particular concerns which led You to seek insurance cover and any special or unusual facts relating to the risk.

You must ensure that all *material statements* of fact are substantially correct and not misleading, and any *material information* which is a matter of expectation or belief (eg. an estimate or forecast) is provided in good faith.

Failure to disclose any material information or change in circumstances to Your insurers which could influence the cost, or their decision to accept Your insurance, could mean that Your policy could be invalidated or cancelled without refund, or that part or all of a claim may be not be paid. 'Material Information or changes in circumstances' could include Your inability to comply with any conditions or warranties applicable to Your policy, which should be notified to Us immediately.