

# **Suitability Statement**

We have not provided you with any advice and you will need to make the decision to ensure that this insurance continues to fulfil your requirements. Insurance policies taken out, or renewed through us will be on a **non-advised basis**. This means information will be provided in order for you to make an informed decision about any insurance transactions undertaken by you.

Please check the all documentation carefully, as you will need to decide whether this policy continue to meet your specific requirements. If you need to make any changes to your insurance cover then you will need to discuss this with Making Music Insurance Services.

### Your Requirements

Our understanding of your demands and needs is based on the information you have previously provided. We can confirm the following as a statement of your requirements:

You have requested insurance cover to meet the needs of Music Societies as part of your membership. This insurance contract includes the following range of features and benefits based on the cover selections you have previously selected. Please refer to your schedule of insurance for full details of the cover you have chosen.

- **Bronze cover includes** Public and Products Liability- £5m (including charity trustee indemnity-£100k), Employers Liability- £10m and Money cover- £2,000
- Silver cover includes Public and Products Liability-£5m (including charity trustee indemnity-£100k), Employers Liability- £10m and Money- £2,000."All Risks" Property -£20,000 (including property borrowed or temporarily hired in). Cancellation/Abandonment- £2,500 any one claim or period of insurance
- Gold cover includes Public and Products Liability-£5m (including charity trustee indemnity- £100k) Employers Liability- £10m, Money- £3,000. "All Risks" Property -£50,000 (including property borrowed or temporarily hired in). Cancellation/Abandonment-£10,000 any one claim or period of insurance
- Brass cover includes Public and Products Liability-£10m (including charity trustee indemnity- £100k) Employers Liability- £10m, Money- £3,000. "All Risks" Property £125,000 (including property borrowed or temporarily hired in). Cancellation/Abandonment-£10,000 any one claim or period of insurance

### Market Selection

In obtaining your quotation we have only approached one insurer, we have chosen only to work with Royal and Sun Alliance Insurance Plc for this piece of business as this policy has been designed to meet your specific requirements offering bespoke features and benefits. \*There are a number of insurers we can approach for a quotation based on your stated requirements, a list of these can be found using the following link: <u>https://www.jelf.com/idd-disclosures/</u> In sourcing insurances for you and in the event of a claim, we act as your agent. In placing insurances for you we normally act as your agent **but** should you instruct us to proceed and place this insurance, Jelf will do so under a "delegated authority" granted by the insurers which means that we also act as agent of the insurer and have authority to accept insurance risks and issue documentation (in accordance with agreed terms) on their behalf.

## Your duty of fair presentation

# The Insurance Act 2015, effective from 12th August 2016, is a major piece of legislation that fundamentally changes how risk information is provided to insurers. The Act also changes the laws governing how insurers apply conditions and deal with fraudulent claims. Every business that buys insurance will be affected by the Act.

To ensure that your business is adequately covered, you have an ongoing responsibility to share all material circumstances about your business accurately and in good faith. Details about your business, its activities and how it is managed must be reported to your Insurers. This means you must disclose:

- All known **material circumstances** which may influence your insurers' assessment of the risk, for example:
  - Changes to your address, premises or security
  - Contractual obligations to customers and suppliers
  - Changes to processes or your customer base
  - New products and services
  - Importing/Exporting to or from foreign markets
  - Opening offices or employing staff overseas
  - Past convictions, County Court Judgements, Bankruptcies or Company/Individual Voluntary Arrangements
  - Been the subject of a recovery action by HM Revenue and Customs
  - Been prosecuted, served prohibition or served an improvement order or notice under Health and Safety legislation or Environmental protection legislation
  - Been disqualified from being a company director
- The knowledge of your senior management team, as well as any directors, middle management and staff who may have knowledge of information material to the nature of your business now or any changes which might affect the profile of your risk in the future.
- You are obliged to undertake a reasonable search of any information relating to your business held by external parties employed to advise the business, such as consultants, managing agents, accountants, solicitors or risk managers.

If you have any doubts or concerns, please contact me.

# Significant conditions, warranties and exclusions

An insurance policy is a legal contract between you and the insurer so you should read the full terms and conditions of the cover offered with the insurer as detailed in the enclosed policy wording/s, schedule/s and/or quotation summary before making a decision to accept the policy offered. The policy wording will include conditions that you must meet so that cover applies if a claim is made. The insurer can refuse to pay out if the policy conditions are not met. The policy may also include warranties. A warranty is a condition you must comply with precisely. If a warranty is not fulfilled the insurer can suspend cover, or cancel it. The insurer may also

add an excess or exclusion. An excess is the amount paid, or the insurer holds back, in the event of a claim. An exclusion is a clause in the policy that states which risks the insurance won't cover.

## How to make a claim

It is vital that you inform us of any losses that you suffer promptly so that we may notify your Insurers of the incident. Most Insurers make it a policy condition that they are advised of all incidents within a certain amount of time of the incident occurring, and failure to notify the Insurer within that timescale may invalidate your policy. Additionally it is a policy condition that certain claims e.g. theft or malicious acts must be reported to the Police and a Police incident reference obtained. Please check your policy, or contact us, for full details.

## **Providing information to insurers**

As explained in our Terms of Business, we may on occasion be able to obtain more favourable terms and conditions for your placement by providing insurers with certain types of information, including your expiring terms, a pricing objective, other insurer quotes or an opportunity to submit an improved quote. If you have any questions or objections regarding these strategies please let us know.

### Data Protection

To arrange your insurance and handle claims, Jelf and insurers use the personal data you have provided either relating to you or a third party. More information about our use of personal data is provided in the Jelf Privacy Notice at <u>https://www.jelf.com/info/privacy/</u> or in hard copy on request by emailing or writing to Data Protection Officer, Jelf Insurance Brokers Ltd, Hillside Court, Bowling Hill, Chipping Sodbury, Bristol BS37 6JX or <u>dataprotection@jelf.com</u>

Please read the following to help you make an informed decision:

- <u>Renewal quote schedule</u>
- Policy Summary
- Policy wording
- <u>Terms of Business</u>