

## Our Terms of Business Agreement – Consumer

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. This is our standard client agreement upon which we intend to rely on. This "Terms of Business Agreement" (TOBA) supersedes all previous versions issued. Your receipt of this document constitutes your informed consent to its contents and by instructing us you are accepting this TOBA.

Please contact us immediately if there is anything in this document that you do not understand or with which you disagree. 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.

Customers with disabilities - this TOBA and other associated documentation are also available in large print, audio and Braille. If you require any of these formats, please let us know.

### 1. Definitions

"Affiliate" means any member of our group, which means our subsidiaries, ultimate holding company and all of that ultimate holding company's subsidiaries as defined in section 1159 of the Companies Act 2006.

"Consumer" means anyone acting outside their trade or profession in respect of the insurance cover requested or arranged.

"Company", "we", "us" or "our" means [The National Federation of Music Societies]

"You" or "your" means you (and/or your appointed agent).

### 2. Who we are?

The National Federation of Music Societies is an appointed representative of Advisory Insurance Brokers Limited, which is authorised by the Financial Conduct Authority (Financial Conduct Authority number 313250). The National Federation of Music Societies is a registered company in England and Wales, under company number 308632, and its registered office is at 8 Holyrood Street, London SE1 2EL.

#### Who are Everywhen?

Everywhen have been appointed as the preferred insurance broker to arrange cover for members of The National Federation of Music Societies.

Everywhen is a trading style of Advisory Insurance Brokers Limited which is authorised and regulated by the Financial Conduct Authority (reference number 313250). Registered office: 2 Mincing Lane, London, EC3R 7PDE. Registered in England and Wales No: 04043759.

#### Who regulates us?

We are authorised and regulated by the Financial Conduct Authority (FCA). You can check these details on the FCA's Register <https://register.fca.org.uk/s/> or by phoning the FCA on 0800 111 6768.

### 3. Our services

In arranging this policy, we will act as agent of Covea Insurance plc under a delegated authority agreement sub-delegated to us by Everywhen, which means we can arrange insurance policies and issue policy documentation on their behalf. Notwithstanding this, we endeavour to always act in your best interest. The National Federation of Music Societies and Everywhen will not offer any advice and you will need to make your own decision regarding the suitability of any policy of insurance purchased.

In relation to the sale of this policy we have only used a single insurer and in doing so we are not providing you with a personal recommendation based on a fair and personal analysis of the market. Before the insurance contract is concluded we will provide you with sufficient information, including a statement of demands and needs, to enable you to make an informed decision about the policy, together with a quotation which will itemise the insurance premium.

### 4. Conflicts of interest

We act as your agent in sourcing and arranging insurance cover, and on behalf of the insurer to arrange policies and issue policy documentation on their behalf. Circumstances may arise where we find that we have a conflict of interest, or otherwise have a material interest in or related to a matter in which we are acting. For example, we may be asked to act on behalf of an insurer in the appointment of a loss adjuster or we may find that the interests of two clients for whom we act conflict.

We have conflict management procedures, and we seek to avoid conflicts of interest, but where a conflict is unavoidable we will explain the position to you and manage the situation in a way which is designed to avoid prejudice to any party.

The insurance market is complex and there could be other relationships not described here which might create conflicts of interest. Whatever the circumstances, we will act in your best interests. If a conflict arises for which there is no feasible solution, we will withdraw unless you wish us to continue to act for you, and you provide us with your written consent to that effect.

### 5. Remuneration

For arranging and servicing your insurance we are paid a commission, this being a proportion of the premium paid to us by the insurer/We are paid by commission from your insurer.

We will provide you with information on the nature and amount of the insurance premium before arranging, or renewing, your policy, and will also on request provide details of the commission we earn for that placement or renewal.

## **6. Duty to disclose accurate and full information**

It is your responsibility to take reasonable care and, when asked, to answer all questions fully and accurately 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 accurate information when asked or provide misleading information could result in your insurer imposing different terms on the policy, charging a higher premium, or in some circumstances may avoid the policy from inception and any claims would not be paid.

All statements and material facts disclosed as part of this online application, on proposal forms, statements of fact, claim 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.

## **7. Quotations**

All quotations remain valid for a period of 30 days from the date it is provided to you. We reserve the right to withdraw or amend a quotation in certain circumstances, for example, where the insurer has altered their premium / terms for the insurance since the quotation was given, where there has been a change in the original risk information / material circumstances disclosed or if a claim / incident has occurred since the terms were offered.

## **8. Renewals**

You will be provided with renewal terms in good time before expiry of the policy, or notified that renewal is not being invited. Unless you advise otherwise renewals are invited on the basis that there have been no changes in the risk or cover required, other than those specifically notified to us or your insurers (see section on "Duty to disclose accurate and full information").

It is very important that you check the information provided at renewal to confirm it remains accurate and complete. If any of the information is incorrect or if your circumstances have changed you should contact us immediately so we can update your details.

## **9. Claims**

Should you be unfortunate enough to have to make a claim, Covéa Insurance Commercial Claims will manage all aspects of the claim for you from the time it is reported. Covéa Insurance Commercial Claims is a service operated 24 hours a day, 365 days a year. You can notify Covea of a claim by calling: 0330 024 2266 or by email: [newcommercialclaims@coveainsurance.co.uk](mailto:newcommercialclaims@coveainsurance.co.uk), or by post: Covéa Insurance Commercial Claims, A&B Mills, Dean Clough, Halifax, HX3 5AX

You must provide any information or help that Covea may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim. Full details of how to make a claim can be found in your policy document.

## **10. Cooling off and cancellation clause**

If this cover does not meet your requirements, please return all your documents to [makingmusic@everywhen.co.uk](mailto:makingmusic@everywhen.co.uk) or contact Everywhen on Tel: 0118 334 8868. If cover has not yet started, you will receive a full refund of the premium without any charges. You have 14 days (the "Cooling Off Period") to cancel your insurance policy, and we will refund the premium for the exact number of days left on the policy without a commission charge. If you cancel your insurance policy after the Cooling Off Period has ended, then our commission is non-refundable even if you cancel your insurance policy, but we will refund you the exact number of days left on your insurance policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance.

## **11. Product documentation**

You should review the policy documents carefully to ensure they accurately reflect the cover, conditions, limits and other terms that you require. Particular attention should be paid to policy conditions and warranties as failure to comply with these could invalidate your policy. Claims can arise, under certain types of insurance contract, long after the expiry of the policy. It is therefore important that you retain and keep safely all documents associated with your policy.

## **12. Premium**

For new policies, once you have chosen to proceed with cover, your contract of insurance has been arranged and payment becomes due and payable immediately. For renewal, payment must be made in full before the renewal date.

Failure to make payment may lead insurers to cancel your policy. No payment shall be deemed to have been received until we have received cleared funds. We shall be entitled (but not obliged) without providing notice to you to set off 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.

## **13. Client money**

Client money is money that we receive and hold on behalf of our clients during the course of our dealings such as premium payments, premium refunds and claim payments. Unless we request you to pay the insurer directly, this money will be held by us as agent of the insurer in accordance with the agreement we have in place with each insurer. This means that when we have received your cleared premium, it is deemed to have been paid to the insurer. We pay ourselves commission upon receipt of your cleared premium which may be prior to payment of the premium to the insurer.

We are required 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. We hold all client monies with one or more approved banks, as defined by the FCA, in a Non-Statutory Trust bank account. Under these arrangements we are permitted to, and may:

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

#### **14. Insurer security**

Whilst we make every effort to place your insurances with insurers that are financially sound we do not guarantee or otherwise warrant the solvency of any insurer we place your insurances with. If you have any concerns regarding the insurer chosen to meet your insurance requirements you should inform us as soon as possible and we will discuss them with you. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

#### **15. Termination of this TOBA**

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 this TOBA unless we agree otherwise in writing. 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.

#### **16. Complaints**

Our aim is to always provide a high standard of service to you. However, we recognise that things can go wrong occasionally and if this occurs, we are committed to ensuring matters are resolved promptly and fairly. If you wish to complain please contact Everywhen in any of the following ways using the contact details below:

- in writing (please mark your correspondence as 'Complaint');
- by e-mail (please mark your correspondence as 'Complaint');
- by telephone; or
- in person.

You can call Everywhen on 0118 334 8868 or email [makingmusic@everywhen.co.uk](mailto:makingmusic@everywhen.co.uk)

In all cases, please quote your insurance policy number or any other reference we have given you.

Everywhen will promptly acknowledge complaints on our behalf. Their complaints procedure is available on request and will be provided to you when they acknowledge receipt of any complaint that you make to us.

#### **17. Compensation**

We are covered by the Financial Services Compensation Scheme ("FSCS"), which deals with claims against FCA regulated firms that are insolvent or are no longer trading. You may be entitled, therefore, to compensation from the FSCS if we are unable to pay a valid claim made against us. This depends on the type of service we have provided you with, the type of insurance we have placed on your behalf and the circumstances of the claim. Full details and further information on the scheme are available from the FSCS (website: [www.fscs.org.uk](http://www.fscs.org.uk)).

#### **18. Confidentiality**

Information provided by you may be held, processed, disclosed and used by ourselves, our professional advisers and any associated companies in servicing our relationship with you. Unless you notify us otherwise, you agree to the storage, use and disclosure of such information. All the activities that we undertake on your behalf, as described in this agreement, are provided for your exclusive use. All recommendations, proposals, reports and other information supplied to you in connection with these services are for your sole use and you agree not to make this information available to any third party without our express written permission. We reserve the right to take action to protect proprietary information.

#### **19. General Data Protection Regulations**

We will process your data responsibly, fairly and in strict accordance with the General Data Protection Regulations (GDPR) effective May 2018. These regulations replace the Data Protection Act 1998 ("DPA") and require wider disclosure of compliance than the previous DPA, including (but not limited to):

- Our lawful purpose of processing;
- The information we collect, and how we use and share that information;
- How long we keep information, including the purposes (e.g. administer your policy);
- The technical and organisational measures we have in place to safeguard your information;
- Your rights as an individual data subject; and
- Our approach to marketing

As with many organisations, and to ensure clients can easily access details on the areas listed above, we have developed a separate Privacy Notice. This can be found on our website at [www.makingmusic.org.uk/cookie-and-privacy-policy](http://www.makingmusic.org.uk/cookie-and-privacy-policy).

Or alternatively you can obtain a copy by writing to us. It is vitally important to take time to read this document carefully as it contains full details of the basis on which we will process your personal data, such as collecting, using, sharing, transferring and storing your information.

It is also your obligation to ensure you show this notice to all parties related to any insurance arrangement. If you have given us information about someone else, you are deemed to have their permission to do so.

If you have any questions, including requiring a copy of the Privacy Notice, or any further information about our approach to the GDPR you can e-mail us at [info@makingmusic.org.uk](mailto:info@makingmusic.org.uk) or write to the Making Music's Data Protection Officer is the Chief Executive who can be contacted at Making Music, 8 Holyrood Street, London, SE1 2EL.

We work with Everywhen to arrange and administer insurance services on your behalf. In some instances, Everywhen may be your data controller and details of their privacy notice can be found on the website at <https://www.towergateinsurance.co.uk/media/ikxlt05j/everywhen-fair-processing-notice.pdf>

## **20. Bribery and corruption**

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 financial crime 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.

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

## **21. Money laundering**

In order to comply with our obligations under the money laundering legislation and regulations in relation to the Proceeds of Crime Act, you agree to provide us with any such evidence and information about your identity and that of any associates as we may reasonably require.

## **22. Financial crime**

In providing our services to you, we will not engage in any activity which would breach any financial crime law, statute or regulation applicable to us. These include, but are not limited to, those relating to financial and economic sanctions, the facilitation of tax evasion, anti-bribery and corruption, anti-money laundering, and/or combatting the financing of terrorism.

We will not arrange any insurance or benefit or pay any claim which may result in us breaching any such laws, statutes or regulations. Where we reasonably believe that it is necessary or desirable, we may take certain actions including, but not limited to, ceasing to provide services to you, freezing funds held on behalf of you or a third party. and/or passing on your details to relevant authorities or regulators. Where we reasonably believe that we are prohibited from doing so, we will not disclose the fact that we have taken such actions against you.

You will ensure that at all times you comply with all laws, statutes and regulations relating to any applicable financial crime law, statute or regulation. These include, but are not limited to, those relating to financial and economic sanctions, the facilitation of tax evasion, anti-bribery and corruption, anti-money laundering and/or combatting the financing of terrorism.

## **23. Third party rights**

Unless otherwise agreed between us in writing, no term of this TOBA is enforceable under the Contracts (Rights of Third Parties) Act 1999.

## **24. Liability for directors, officers or employees**

You acknowledge and agree not to make any claim personally against any employee, director or officer arising out of the work and services provided under this TOBA. This clause does not in any way limit or affect our liability to you as set out below.

## **25. Limitation of liability**

In the event of any breach of these terms and or in the event of any representation, statement or act or omission including negligence arising under or in connection with all contracts between us then the following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you. Our total liability in relation to that claim shall be limited to £10,000,000 (ten million pounds). Should you feel this is not sufficient for you or your business please contact us to discuss a higher limit of indemnity; if agreed, this will be set down in writing and form part of this TOBA. Nothing in these terms excludes or limits our liability for death or personal injury caused by the Company's negligence, or for the Company's fraud, fraudulent misrepresentation or breach of any regulatory obligation.

We shall not be liable to you for any indirect or consequential loss or damage; these may be losses that are not reasonably foreseeable (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the services we provide to you.

**26. Law and jurisdiction**

This TOBA shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with this TOBA we both irrevocably submit to the non-exclusive jurisdiction of the English courts.

**27. Variation and assignment**

No variation of this agreement shall be valid or effective unless it is in writing. We may amend this TOBA by sending you either a notice of amendment in writing or a revised TOBA. We are entitled to assign this TOBA to any other Affiliate for so long as such company remains an Affiliate.

**28. Entire agreement**

This TOBA constitutes the entire agreement and supersedes all previous agreements, understandings and arrangements whether in writing or oral in respect of its subject matter.