

IMPORTANT NOTICES

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an Insurer, you have a duty under the Insurance Contracts Act 1984, to disclose to the Insurer every matter that you know, or could reasonably be expected to know, that is relevant to the Insurer's decision whether to accept the risk of the insurance, and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer;
- that is common knowledge;
- that your insurer knows or, in the ordinary course of business ought to know;
- as to which compliance with your duty is waived by the insurer.

NON-DISCLOSURE

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning.

UNDERINSURANCE, AVERAGE OR CO-INSURANCE

There are some classes of insurance which contain provisions as to underinsurance, average or co-insurance. This means you are required to insure for the full value or maximum potential risk. If you do not do so, and you are underinsured, in the event of a claim you may be paid less, calculated by a formula which takes into account the degree of underinsurance.

UTMOST GOOD FAITH

Every contract of insurance is subject to the doctrine of utmost good faith which requires that the parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by Insurers.

WAIVER OF RIGHTS

Some insurance contracts seek to limit or exclude claims where the insured person has limited their rights to recover a loss from the person who was responsible for it, e.g. by signing an agreement which disclaims or limits the liability of the other party.

Please tell us about any contracts of this type which you have or propose to enter into.

UNNAMED PARTIES

If you require the interest of a party other than the Named Insured to be covered, you must request this. Most policy conditions will exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc) unless their interest is properly noted on the policy.

CLAIMS MADE

Your attention is drawn to the fact that some policies provide cover on a "claims made" basis which means that claims first advised to you (or made against you) and reported to your insurer during the Period of Insurance are recoverable under the current policy irrespective of when the incident causing the claim occurred, subject to the provisions of any clause relating to a "retroactive date".

CANCELLATION

Please note that in the event of cancellation of a policy before the expiry date some insurers make refunds of premiums based on monthly or quarterly apportionment's and therefore there may be a minimum charge. You may be obliged to pay this firm's commission and broker fees. If premium funding has been arranged you may be also be obliged to pay the interest component for the full year and other charges by the premium funder.

Before making any decisions to cancel this policy you should consult us concerning the charges involved and commissions and fees which may be retained by us.

DISPUTE FACILITY

Clients who are not fully satisfied with our services should contact our Complaints Officer. Willis Temby Insurance Brokers subscribe to the Financial Ombudsman Service (FOS), a free complaints consumer service, and the Insurance Brokers Code of Practice. Further information is available from this office.

PRIVACY

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We do not trade, rent or sell your information.

You can check the information we hold about you at any time. Please contact your Account Manager for a copy of our Privacy Statement.