

## **Westfield Sub Aqua & Marine Insurance Services Ltd** **Declaration of Status of Terms & Conditions for Private Customers.**

Please read these terms and conditions. They may affect your policy cover.

This agreement is issued on behalf of Westfield (Sub Aqua & Marine) Insurance Services Ltd of:

Clasford Lodge,  
Clasford Farm,  
Aldershot Road,  
Guildford,  
Surrey,  
GU3 3HQ

who can be contacted at:  
Tel: 014830 237827

### **Authorisation Statement**

Westfield Sub Aqua & Marine Insurance Services Ltd

Is an intermediary acting as your agent and accepts responsibility for the advice given for arranging your insurance. Westfield Sub Aqua & Marine Insurance Services Ltd is regulated by the Financial Conduct Authority (FCA) reference number 310385. The Financial Conduct Authority (FCA) regulates the financial services industry in the UK and their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS.

We represent a number of insurers and undertake to comply with the FCA's rules for selling of General Insurance. You may check our current details held by the FCA by visiting their web site at [www.fca.gov.uk](http://www.fca.gov.uk). Westfield Sub Aqua & Marine Insurance Services Ltd is authorised by certain Insurers to act on their behalf in the handling and administration of 'Sport Diving Insurance' contracts. For this work Insurers remunerate 'Sport Diving Insurance' separately. Any monies received will be held by us as an agent on behalf of the insurer.

### **Commencement of Terms of Business**

The Financial Services and Markets Act 2000, requires that we explain the main aspects of the way we operate, and how this affects you, the client. This terms of business will be effective from the date of receipt.

### **Disclosure**

All material fact that may affect the risk must be fully disclosed in every proposal form or communicated to insurers in writing. If in doubt as to whether a fact is material, clients should disclose it and then ask for guidance. The duty of disclosure includes all persons who may use an insured's vessel (in the case of marine insurance), and all persons that are included within the policy cover. If the disclosure is being made on behalf of a club then the person who signs such a proposal form must be an active member of the club. Westfield Sub Aqua & Marine Insurance Services Ltd cannot, in all cases, maintain a permanent record of such information disclosed to it and it is therefore the client's responsibility to re-disclose all material facts and to ensure that all statements contained in the proposal forms are correct.

## **Quotations**

Quotations will be valid for 30 days from the date the quotation was provided.

Quotations will be confirmed in writing if required.

Samples of policies and all other information clients may need to make a decision can also be provided.

## **Renewals**

Renewals are invited on the basis that there have been no changes in the risk (see above) and will be invited for renewal 21 days prior to renewal date.

## **Insurer & Our Security**

Whilst we make regular checks on all insurance markets used, we are unable to guarantee the solvency of any insurer or underwriter. In the event that we are unable to meet our liabilities we are covered under the financial compensations scheme.

## **Payment of the Premium**

Westfield Sub Aqua & Marine Insurance Services Ltd must receive a proposal form before cover commences and payment must also be made within 7 days or a completed Credit form must be received in order to maintain cover. Westfield Sub Aqua & Marine Insurance Services Ltd reserves the right to cancel or lapse policies where payment is not received.

## **Responsibility for Cover**

Clients are reminded that it is their personal responsibility to ensure that they have received the required insurance certificate before they can assume cover is in place. Clients must contact Westfield Sub Aqua & Marine Insurance Services Ltd if their certificate is issued incorrectly as this may affect the cover of the policy. No cover can be assumed until a valid certificate or cover note has been received.

## **Adjustments (Mid Term)**

Amendments to the policies after inception can normally be arranged on receipt of full details and on return of the Certificate of Insurance (if applicable). These are subject to acceptance by insurers and payment of the Westfield Sub Aqua & Marine Insurance Services Ltd's quotation and Insurance Premium Tax and up to the maximum transaction charge of £30.00 will also be added as applicable.

## **Cancellation of Policies**

Policyholders may cancel annual policies on return of the policy and/or current certificate of Insurance and written instructions. Subject to no claims having occurred and the cancellation terms of the policy, return of premiums maybe given, less any outstanding balance of premium. Cancelled insurance's will be subject to a scale of charges detailed by the insurers, unless otherwise stated.

There is no refund on Compressor Insurance, Annual Multi Trip or Short Period Travel Insurance unless cancelled within 14 days of inception and no claims having been made and in the case of travel insurance you must have not already travelled using the policy. Westfield Sub Aqua & Marine Insurance Services Ltd reserves the right to cancel insurance's on behalf of clients who fail to pay premiums or instalments on demand or who fail, within seven days of a written request by Westfield Sub Aqua & Marine Insurance Services Ltd, to provide any Information or documentation or information required by Westfield Sub Aqua & Marine Insurance Services Ltd. All policies cancelled will not be eligible for a return of the Policy/ Brokers fee that was charged at inception or renewal.

## **Claims**

All incidents that could possibly give rise to a claim should be notified, without delay, and a report form completed. All correspondence, claims, writs, summonses etc. should be forwarded immediately, unanswered, either to the Insurer or Westfield Sub Aqua & Marine Insurance Services Ltd. Clients are also reminded of their duty to keep all losses & costs arising from an incident to a minimum. Clients are also reminded of the conditions included in the policy and the fact that non-compliance may invalidate cover.

## **Transaction Charge & Policy/Brokers Fee**

Up to a maximum fee of £30.00 will apply to New Business, renewals, Cancellation and Mid Term Adjustments.

## **Documentation**

Clients are reminded to keep documents/certificates & policies in a safe place. A charge of £5.00 may be made by Westfield Sub Aqua & Marine Insurance Services Ltd for duplicate documents lost by the client.

## **Conflicts of Interest**

Situations could arise where there is a perceived interest of conflict between our role as your intermediary and our responsibilities to the insurers. In this situation we will inform you in writing and deal with any conflicts appropriately.

## **Personal Interests**

Occasions can arise where we, or one of our other customers, will have some form of interest in business which we are transacting for you. If this happens or we become aware that our interests or those of one of our other customers conflict with your interests, we will inform, you in writing and obtain your consent before we carry out your instructions. However, if we are insuring a club, we will assume that the club members club, therefore meaning all members of that club are able to discuss your clubs insurance needs with us and we will advise accordingly.

## **Law**

This Terms of business is governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

## **Force Majeure**

Westfield (Sub Aqua & Marine) Insurance Services Ltd shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

## **Data Protection**

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). You consent to us or any company associated with us processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the Financial Conduct Authority or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data. We may also contact you or pass your details to other companies associated with us to contact you (including by telephone) to assist with the administration of any claim you may have made.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions, religious or similar beliefs, sexual life; or your membership of a Trade Union.

If at any time you wish us or any company associated with us to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact:

The Data Protection Officer on 01483 237827 or in writing at:

Clasford Lodge, Clasford Farm, Aldershot Road, Guildford, Surrey, GU3 3HQ.

You may be assured that we and any company associated with us will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data. Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

## **Material Interests**

In accordance with the rules of our regulator, The Financial Services Authority, we are prohibited from accepting any payment (commission or other non-monetary benefits) which is likely to conflict with the duty of the firm to its clients.

## **Complaints Procedure**

Any complaint should be addressed in the first instance to Westfield Sub Aqua & Marine Insurance Services Ltd. If the complaint concerns a claim please, in the first instance, write to the

Managing Director of Westfield Sub Aqua & Marine Insurance Services Ltd or the Claims Administrators.

If the response is unsatisfactory the complaint may be referred to the Complaints Department at Lloyd's or the insurer concerned and ultimately to the Insurance Ombudsman.

The Claims Administrators will provide the full addresses of these organisations and the referral of a complaint to any of them will not affect the insured person's rights in law.