

Please note however that, for Travel Insurance, we only use a carefully selected panel of insurers:-

AXA
Ageas (formerly Fortis)
AIG
Syndicate DTW1991/Jackson Lee Underwriting
AllClear

N.B. *For consumers with more serious pre-existing medical conditions, the Money and Pensions Service has a directory of specialist firms which can provide access to Travel Insurance at www.moneyhelper.org.uk. Alternatively, MoneyHelpers's free helpline is 0800 138 7777.*

Our Motor Uninsured Loss Recovery and Family Legal Expenses policies are underwritten by just one insurer, AmTrust Europe Ltd. Our GAP Insurance and Loss Adjusters Fees policies are also underwritten by just one insurer, Tokio Marine Kiln and Hiscox respectively.

- 4. Limitation of Liability.** We are not liable for direct or indirect losses, damages, costs or expenses incurred or suffered by you as a result of or in connection with any service we provide unless arising directly from our negligence, wilful default or fraud (or that of our directors, officers or employees).

In respect of losses, damages, costs or expenses incurred or suffered as a result of our negligence, our total liability to you for such losses shall not exceed £5m.

Nothing in this document will however limit our liability for death or personal injury resulting from our negligence, neither does it exclude or restrict any duty or liability that we may owe to you under the regulatory system as defined in FCA rules.

We will not be liable to you for any partial or non-performance of our obligations to you by reason of any cause beyond our control including without limitation breakdown, malfunction or failure of transmission, communication or computing facilities, industrial action, natural causes, Acts and Regulations of government bodies or authorities or the failure of any third party to perform its obligations to us.

- 5. Professional Indemnity Insurance.** Cover is mandatory under FCA regulations and Burrow Humphreys Limited carries insurance which exceeds these requirements, currently £5m (in line with Limitation of Liability Clause 4 above).
- 6. Duty of Fair Presentation.** It is important that **Commercial Customers** understand that from 12th August 2016 **Commercial** policies are subject to the new Insurance Act 2015. Policies inceptioned or renewed after that date fall under the terms of the new Act, although there is an opportunity to contract out of part or all of the terms of the Act.

You are required under the Act to make a fair presentation of the risk to insurers which discloses every material circumstance which you **know** or **ought to know** relating to the risk to be insured. A circumstance is material if it would influence the judgement of a prudent insurer in determining whether to provide insurance for the risk and, if so, on what terms. This duty not only applies before cover is placed, but also when it is renewed and at any time that it is varied.

What you know: You will be expected to know any information which is known by individuals who are: (a) part of your senior management (i.e. individuals who play a significant role in the making of decisions about how your activities are to be managed or organised); (b) responsible for arranging your insurance (i.e. individuals who participate on your behalf in the process of procuring your insurance in any capacity).