

Miller: Sports Personal Accident

Policy Objective:

Provide financial protection in the event that you suffer either of an accidental death, or permanent total disablement (accident or illness).

Policy Wording: 21/08/2017

Last Updated: 01/07/2018



General information

Product Availability:	New Policyholders
Provider:	Miller Insurance Services LLP
Regulated by the FCA:	Yes
AKG Financial Strength Rating:	Not Rated
Premium type:	Reviewable
Premium frequency:	Annual
Entry Ages:	16-32 years. 33 and over on a case by case basis
Medical underwriting?	Yes
Is the policy valid if I move to a club outside the UK?	Yes
Can the Terms & Conditions change once the policy has commenced?	Yes, as the policy is renewed annually
Requirements to commence policy:	None
Deferred (Waiting) period:	12 months (Elimination period)
Maximum insurable lump sum:	5x annual gross salary
Is the benefit taxable?	No, it is tax free
Can I increase the lump sum I am insuring with contract changes?	Yes
Will the increase be on the same terms?	No, will be dependent on the terms available at date of increase.

Important Information

This document represents a summary of the Sports Personal Accident policy and referenced wording provided by Miller Insurance Services LLP.

This document is not a recommendation. It does not constitute advice by DBL Asset Management LLP. Should you require advice on the suitability of this contract please contact a financial adviser.

This document has not been designed or approved by Miller Insurance Services LLP.

All statements concerning the tax treatment of products and their benefits are based on DBL Asset Management LLPs understanding of current tax law and Inland Revenue practice.



Contact information

Who is the point of contact for this policy?	Jim Rainford jim.rainford@miller-insurance.com 07712 592606
Is the company regulated by the FCA?	Yes
Is the point of contact authorised by the FCA to give advice?	No
How is the point of contact paid for arranging this policy?	Commission

Claim information

If I am in claim do I have to continue to pay the premiums?	Yes, to ensure cover continues if claim is not accepted
If I move outside the UK and I am in claim will the claim still complete?	Yes
At what age does the policy stop insuring me to play rugby?	32 years. 33 and over on a case by case basis
Who do I contact to make a claim?	Jim Rainford jim.rainford@miller-insurance.com 07712 592606
Claim Notification Period:	As soon as is reasonably practicable
Rehabilitation Clause:	No
Cover whilst on international duty:	Yes
Proportional Benefit Clause:	Yes



What does the jargon mean?

New Policyholders The policy is available for new business

FCA The Financial Conduct Authority regulates firms and financial advisers so that markets and financial systems remain sound, stable and resilient. The FCA encourages transparent pricing that's easy for everyone to understand. The FCA's aim is to help firms put the interests of their customers and the integrity of the market at the core of what they do.

<http://www.fca.org.uk>

AKG Financial Strength Rating AKG is an actuarially based consultancy specialising in the provision of ratings, information and market assistance to the financial services industry. The objective is to provide a simple broad-brush indication of the general financial strength of a company. In addition to an assessment of the company's ability to meet all of its guaranteed payments to policyholders, AKG also aims to factor in the degree to which policyholders' expectations are likely to be met, or even exceeded, in the long-term.

<http://www.akg.co.uk/>

Reviewable Premiums Reviews will be carried out when the policy is renewed to determine whether the premium will change. This is to establish if the premium is enough to provide the level of cover selected. If your premium increases you can accept the increased premium or keep your premium the same but reduce your level of cover.

Entry Age The ages at which the policy can be applied for.

Commission The arranger is paid by the product provider. Premiums fund the commission.

Pre-Existing Condition All pre-existing medical exclusions will be excluded pending receipt by insurers of a completed proposal medical form or declaration of health.

Accidental Death or Permanent Total Disablement as a result of Accidental Bodily Injury or Illness if wholly or partly directly or indirectly caused by contributed to or aggravated by any physical impairment, defect, degenerative process or infirmity, existing prior to the inception of this Certificate.

A physical impairment, defect, degenerative process or infirmity exists within 36 months prior to the inception of this Certificate if it has been diagnosed by a qualified

health care practitioner prior to inception of this Certificate or, in the event that it has not been so diagnosed then in the opinion of an independent qualified health care practitioner the Insured could reasonably have been expected to be aware of its existence on the date of inception of this Certificate.

Following the application by the Insured with specialist proposal medical evidence and at the Insurer(s) discretion, may be replaced by specific endorsement attached to and forming part of the Certificate.

Elimination Period A term used in insurance to refer to the time period between an injury and the receipt of benefit payments. In other words, it is the length of time between the beginning of an injury or illness and receiving benefit payments from an insurer.

Proportionate Payment of Benefit If in the opinion of an independent qualified health care practitioner the consequences of an Accidental Bodily Injury or Illness shall have been aggravated by any physical disability or condition of the Insured which existed before the Accidental Bodily Injury or Illness occurred, the amount of any Benefit payable under this Certificate in respect of the consequences of the Accidental Bodily Injury or Illness shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.

Policy Exclusions – Degenerative Condition osteoarthritis, arthritis or any other degenerative process of the joints, bones, tendons or ligaments.

a: 14 Kennerley's Lane, Wilmslow, Cheshire, SK9 5EQ

t: 01625 529 499 **e:** enquiries@dbl-am.com **www.dbl-am.com**

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RUGBY PROFESSIONALS

Personal accident insurance



An integral part of a rugby professional's wealth management strategy

Rugby players work hard to reach the top of their game. However, many do not fully appreciate the impact a serious or career-ending injury or illness could have on their short and long-term financial future.

Personal accident (PA) insurance provides financial protection to a player and their family against their potential loss of earnings if their career is either interrupted or prematurely ended due to an accident or illness. Personal accident insurance forms a vital component of a player's wealth management strategy.

Miller is the leading sports broker in the London insurance market and our experienced professionals work with players and/or their representatives to recommend a policy that is suited to their unique circumstances.

Permanent total disablement (PTD)

PTD insurance protects a player against the financial impact of a career ending injury or illness. The benefits include;

- » A tax-free, lump sum payable in the event of a claim
- » 24-hour, worldwide cover, including whilst on international duty
- » Accidental death cover
- » 24-month notification period; a claim can be made within 24 months of the date of the original injury, even if the player has returned to play in that time
- » Proportional benefit clause
- » A retraining benefit payable in addition to the sum insured

PTD claim scenario

A 25-year-old player with 20 international caps and several endorsement deals suffers a knee injury whilst playing for his club.

After surgery and following a period of rehabilitation, the player makes several comeback attempts but repeatedly has to withdraw due to recurrences of the original injury.

Two years after the original injury occurs, the player takes medical advice and retires from rugby.

The player makes a claim under their PTD insurance policy, which pays them a tax-free lump sum to ease the financial impact of their retirement.

In addition, the player receives a 'retraining' benefit from the policy and uses this to study towards a media qualification.

Temporary total disablement (TTD)

Playing contracts vary depending on the league and country a player is playing in. Legislation in each country will dictate how long a club is obliged to pay a player's salary after they sustain a serious injury.

A TTD policy can supplement a player's salary until they are fit to resume playing.

The benefits can include:

- » A weekly tax-free financial benefit paid during a period of injury or illness
- » A benefit value that reflects the downturn in the player's earnings
- » 24-hour, worldwide cover

TTD claim scenario

A player suffers an injury away from the rugby field that prevents them from training or playing for six months, after which his club stop paying his salary.

The player has a TTD insurance policy that pays a weekly benefit in proportion to their expected earnings.

The insurance settlement minimises the impact of the injury on the player's earnings, allowing them to meet short-term financial obligations, manage finances with greater certainty and concentrate on returning to play.

Rugby professionals' personal accident insurance



Next steps

Contact one of our dedicated sports and entertainment team members to arrange a personal accident insurance premium indication or to answer any questions with regards to this cover.

Premium finance

We can also arrange access to a premium finance facility, through which a player can pay their premium in monthly instalments.

Why Miller?

Below are just some of the reasons why Miller is a leading international sports risk broker:

- » Dedicated offering within one of the London market's leading specialist brokers
- » Offering independent advice, allowing us to respond to the needs of clients and insureds first and foremost
- » Long-standing market relationships meaning we deliver results on placement and claims
- » Leading broker of accident and health business in London



About Miller

Since Miller was founded in 1902, we have gone from strength to strength because of our unwavering focus on delivering an exceptional standard of service to our clients.

We are known for doing the right thing, delivering on our promises and working as one team.

Today, we are a leading specialist (re)insurance broking partnership, headquartered in London with more than 600 people across our UK and international operations.



Miller is proud to hold Chartered Insurance Broker status, the industry gold standard awarded by the Chartered Insurance Institute (CII). This title demonstrates our professionalism, client focussed approach and commitment to excellent service standards

For further information, please contact

James Hands

T +44 20 7031 2556
E james.hands@miller-insurance.com

Steve Talboys

T +44 20 7031 2866
E steve.talboys@miller-insurance.com

Jim Rainford

T +44 (0) 7712 592 606
E jim.rainford@miller-insurance.com

miller-insurance.com

SPORTS PERSONAL ACCIDENT

Insurance quotation



Insured:	To be confirmed
Period of insurance:	To be confirmed
Account executive:	Jim Rainford
Telephone number:	+44 207 031 2866
Account handler:	Lauren Shepherd
Telephone number:	+44 207 031 2845

Introduction

Thank you for providing us with the information to enable us to provide you with a sports personal accident/illness insurance quotation.

This document outlines the basis of the terms we are able to offer and why we believe the coverage we are recommending is suitable for your requirements. It will explain to you the different benefits and levels of cover under the policy, as well as any relevant exclusions or limitations you should be aware of.

It will also inform you of any conditions that you must satisfy either prior to the commencement date or throughout your policy period, to ensure that your cover remains in force.

Each of the sections in this document contains important information, which you should read fully. If you have any questions in respect of the terms outlined within, or wish to discuss your insurance requirements further, please contact us immediately.

If you choose to proceed with this quotation and after cover has been bound, we will issue you with a certificate of insurance, which will be your record that the insurance has been arranged.

Validity of the quotation

The terms of the quotation offered to you in this document are valid for 30 days with effect from **XX/XX/2017**.

The insurers from which we have obtained the quotation on your behalf, reserve the right to amend the terms and conditions should you not provide us with instructions to proceed by the above date and may also result in the quotation offer being withdrawn.

Our contact details

If you have any questions about this insurance quotation or wish to make any changes, please contact us.

E: jim.rainford@miller-insurance.com

T: +44 207 031 2866

E: lauren.shepherd@miller-insurance.com

T: +44 207 031 2845

Your insurance needs

Your details

We have provided you with a sports personal accident/illness insurance quotation, based on the information provided by you, which is set out in the schedule on **page eight**. If any of your details are incorrect, please let us know immediately.

Your insurance demands and needs

In requesting a quotation, you have informed us that you need financial protection against the potential loss of current and future earnings, should your career be interrupted or prematurely ended due to an accidental injury, illness or accidental death. The cover quoted in this document meets your needs and has been tailored to you as a professional sports person. The policy summary on **page four** and the schedule on **page eight** provide specific details of the cover being provided.

Our scope of service

The terms and conditions under which we will act with and for you are set out in our terms of business agreement, which has been provided to you separately.

Single market

The quoted policy has been prepared for you following an approach only to Arch Syndicate 2012, Plantation Place South, 60, Great Tower Street, London, EC3R 5AZ, United Kingdom.

Insurer

This quoted policy will be underwritten by Arch Syndicate 2012, Plantation Place South, 60, Great Tower Street, London, EC3R 5AZ, United Kingdom.

Lineslip

This proposed insurance has been quoted under a "lineslip" arrangement, whereby specified insurers agree to take a predetermined share of all risks accepted by the leading underwriter(s). Miller is not obligated to place your insurance under this lineslip, but we believe this proposed insurance meets your demands and needs.

Policy summary

This section provides you with a summary of the insurance offered by insurers. You should review this section carefully to ensure that it is suitable for your needs. A specimen of the full policy wording, including definitions, is included at the end of this document.

What would you be covered for?

Primary benefits

This sports personal accident insurance policy will provide you with financial protection in the event that you suffer either of the following:

- » accidental death, or
- » permanent total disablement (accident or illness).

The schedule on **page eight** provides you with the total value for which you would be covered, should either of the above occur. These are not subject to any excess payments.

In the event of a claim, the payment would be made to you in a tax free lump sum or to your executor(s) or administrator(s), as requested.

You will only be able to claim for one of the above primary benefits, at which time, your policy would be considered fulfilled.

Additional benefits

The policy also offers the following benefits, which will be paid in addition to the above primary benefits.

Benefit	Value of cover (GBP)	Conditions of payment
Loss of speech:	5,000	Payment if you suffer total and permanent loss of speech.
Loss of hearing:	5,000	Payment if you suffer total and permanent loss of hearing in both ears.
Coma benefit:	36,400	Weekly instalments of GBP 700, up to a maximum of 52 weeks, should you be admitted and confined to a hospital in a comatose state.
Funeral expenses:	5000	Payment as contribution to funeral expenses, in addition to a payment made as a result of a claim under the accidental death benefit.
Hijack:	500 for each 24hr period	Payment if you are detained due to hijack, subject to the commencement of detention starting within your policy period and subject to a maximum period of 50 days. The payment will only be made after the final value of the claim payment has been agreed with insurers.
Retraining benefit:	10,000	Should you suffer permanent total disablement, a payment up to the total value of cover available to you under the policy, in respect of vocational education and training expenses, to enable you to undertake an alternative occupation. Any amount payable must be claimed within six months of receipt of the permanent total disablement. Appropriate documentation and receipts for such education and training must be submitted in support of any claim for the retaining benefit.

Policy summary (continued)



Pre-existing medical conditions

For further information on pre-existing medical exclusions please refer to the attached specimen policy wording, in particular item 10 of the General Exclusions section.

To accompany this document, we have provided you with either a proposal medical form or a declaration of health. You will be required to complete this form and return it to us as soon as possible. If we have provided you with a proposal medical form, you will need to ensure that it has been certified by a qualified medical specialist, before returning it to us. These documents will provide us and insurers with details of any pre-existing medical conditions you may have.

Upon review and acceptance of the completed document, insurers will confirm the pre-existing medical conditions (if any) that will be excluded from cover, which we will formally confirm to you by endorsement to your policy. Please return to us as soon as possible the completed document to ensure you are clear on what pre-existing medical conditions (if any), will be excluded from your policy.

Policy summary (continued)

Summary of exclusions and limitations

The policy includes specific exclusions and limitations, which means that certain circumstances and events would not be covered under this policy, meaning that a claim may not be paid. Full details of all exclusions and limitations are included in the draft policy wording included at the end of this document. However, we would like to draw to your attention to the significant exclusions and limitations of this policy, which are set out below.

Exclusion	Detail
Dangerous sports:	Unless agreed in advance with insurers, you will not be eligible to make a claim for any benefit under this policy arising out of you partaking in the following dangerous sports: <ul style="list-style-type: none"> » Winter sports (other than on piste skiing, on piste snowboarding, skating and curling) » Rock climbing and mountaineering, normally involving the use of ropes or guides, or potholing » Competitive equestrian activity » Organised motor sport » Aviation as pilot
Alcohol and drugs:	You will not be eligible to make a claim for any benefit under this policy arising out of you being under the influence of alcohol, as defined by the Road Traffic Act or the law of the country in which this policy is issued, or under the influence of drugs or narcotics that are not lawfully available, unless prescribed for the Insured Person by a Health Care Practitioner.
Criminal act:	You will not be eligible to make a claim for any benefit under this policy arising out of your own criminal act.
Self-harm:	You will not be eligible to make a claim for any benefit under this policy arising out of suicide, attempted suicide, intentional self-injury or being in a state of insanity.
Aids and venereal disease:	You will not be eligible to make a claim for any benefit under this policy arising out of you contracting by any means, venereal disease, acquired immune deficiency syndrome (AIDS), AIDS related complex, or human immuno-deficiency virus (HIV).
Degenerative conditions:	This policy does not cover you for permanent total disablement caused by or consequent upon osteoarthritis, arthritis or any other degenerative process of the joints, bones, tendons or ligaments.
Resumption of occupation:	In the event that you are paid a claim as a result of permanent total disablement and you subsequently recover sufficiently to resume your original occupation (as stated in the quotation schedule on page eight), you will be required to pay back to insurers all claims monies paid to you.
False or fraudulent claims:	Should you make a knowingly false or fraudulent claim in any regard, the policy would become void and all claims would be forfeited.

Paying for your policy

The cost of your policy

A breakdown of the total cost of this policy is included in the schedule on **page nine**.

Payment options

Paying in full

If you wish to proceed with this cover, we will issue you an invoice, including instructions on how to pay the full amount directly into Miller's client money bank account.

Full payment will need to be received and cleared in Miller's bank account within the timeframe set out in the invoice and associated payment instruction. If payment is not made within this time, the insurers may choose to cancel the policy and charge a time on risk charge.

Paying by instalments

If you would like to pay your premium by instalments, we can introduce you to Premium Credit Limited (PCL), a credit finance company. The schedule on **page nine** provides an indication of the monthly and total cost to you of paying by instalments, should you choose to enter into a credit arrangement with PCL.

If paying by instalments is of interest to you and you would like PCL to contact you with a formal quotation and credit agreement terms, please provide us with your full postal address and bank account details. PCL will use this information to assess your credit rating. This assessment will include PCL searching the public information held about you by a credit reference agency. The credit reference agency will add details of the search to their records whether or not your application for credit proceeds. This and other information may be used to make credit decisions about you and to undertake checks for the prevention and detection of money laundering.

Please note that Miller does not itself offer any credit facilities and, therefore, should you wish to pay your premium in instalments, you will need to enter into a separate arrangement with a credit finance company. Miller does not recommend any credit finance companies and you are free to choose which company you wish to approach or use. Miller does, however, have an arrangement with PCL to introduce prospective clients upon request.

Law and jurisdiction

Both you and the insurers are free to choose the law applicable to the quoted insurance policy contract. Unless specially agreed to the contrary the quoted policy shall be subject to and governed in accordance with the Law of England whose Courts shall have jurisdiction in any dispute arising in relation to the insurance policy.

Insurance Quotation



Policy schedule		
Unique market reference (certificate number):	To be confirmed	
Type:	Personal accident and illness insurance	
Insured person:	To be confirmed	
Address:	To be confirmed	
Date of birth:	To be confirmed	
Team insured plays for:	To be confirmed	
Occupation of the insured:	Professional rugby player	
Period of insurance:	From: To be confirmed , both days inclusive at local standard time at the place of loss	
Operative time:	24 hour cover	
Benefits/sums insured:	Accidental death Permanent total disablement (accident/illness)	GBP GBP
Additional benefits:	Loss of speech Loss of hearing Coma benefit Funeral expenses Hijack Retraining benefit	GBP 5,000 GBP 5,000 GBP 700 per week up to a maximum of 52 weeks GBP 5,000 GBP 500 for each 24 hour period up to a maximum of 50 days GBP 10,000
Territorial limits of this insurance:	Worldwide	
Conditions:	As defined in the Miller rugby players own benefit personal accident and illness wording as attached.	

Subjectivity:	All pre-existing medical exclusions will be excluded pending receipt by insurers of a completed proposal medical form or declaration of health
Law and jurisdiction:	This insurance shall be governed by English law and the English Courts alone shall have jurisdiction in any dispute arising hereunder.
Premium:	GBP
Taxes payable by the insured and administered by the insurer:	12% Insurance Premium Tax (IPT) on 100% of the premium
TOTAL PREMIUM DUE:	GBP (payable in full or monthly instalment payments below)
Premium credit:	<p>Instalments can be arranged as follows: Number of monthly instalments: 10 Service Charge: 5.7%</p> <p>Amount due per month: 10 x GBP</p> <p>Total cost of paying by instalments: GBP</p>
Recording, transmitting and storing of information:	All documentation and information to be recorded and/or transmitted electronically and stored electronically in Miller Insurance Services LLP repositories.

Miller Rugby Players Own Benefit Personal Accident and Illness Insurance

The Introduction and Marginal Notes are intended for guidance only.
They do not form part of this Insurance, nor do they claim to be an exact description of its meaning.

Insuring Agreement:

1. In consideration of the payment of the premium(s) stated in the Schedule and based upon the statements in the Proposal/Medical Form referred to in the Schedule (which shall be deemed to be incorporated in this Certificate) and subject to the terms, Definitions, Exclusions and Conditions set forth in this Certificate, the Insurer(s) agrees with the **Insured**, to the extent and in the manner provided in this Certificate that
 - (a) following **Accidental Death** of the **Insured**, or
 - (b) **if the Insured sustains Permanent Total Disablement as a result of Accidental Bodily Injury or Illness**

the Insurer(s) will pay to the **Insured**, or to the **Insured's** Executors or Administrators (if any) the amount of benefits applicable, and as defined in the Table of Benefits attached, which forms an integral part of this Certificate.

War and Terrorism:

This Certificate covers claims caused or contributed to by:

- war, invasion, acts of foreign enemies, hostilities or war-like operations whether declared or not, civil war, rebellion, revolution, insurrection, military or usurped power or martial law;
- an act of terrorism.

However this Certificate does not cover such claims:-

- (i) whilst the person insured is training or serving in any capacity as a member of the Armed Forces or whilst engaging in any of the aforementioned events;
- (ii) caused or contributed to by:
 - (a) war, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America, or
 - (b) war in Europe, whether declared or not, other than any enforcement action by or on behalf of the United Nations, in which any of the countries stated in (a) above or any armed forces thereof are engaged, or
 - (c) the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, regardless of any contributory cause(s).

If the Insurers allege that any claim is not covered by this provision the burden of proving the contrary shall be upon the Insured.

Definitions

- Accident:** 1. **Accident** means a sudden unexpected unusual specific event.
- Accidental Death:** 2. **Accidental Death** means the death of the Insured from **Accidental Bodily Injury**.
- Accidental Bodily Injury:** 3. **Accidental Bodily Injury** means an identifiable physical injury which is sustained by an **Accident**, which occurs during the period of this insurance and which solely and independently of any other cause (except **Illness** directly resulting from, or medical or surgical treatment rendered necessary by such **Injury**), occasions the death or disablement of the **Insured** within twenty-four (24) months from the date of the **Accident**.
- Illness:** 4. **Illness** means illness or disease of the Insured that manifests during the period of this insurance and occasions the permanent total disablement of the **Insured** within twenty-four (24) calendar months after manifesting itself.
- Insured:** 5. **Insured** means the certificate holder effecting the insurance and as specified as such in the Schedule.
- Insurers:** 6. **Insurer(s)** means the Lloyd's syndicates and/or Company (ies) providing this insurance and as named in the Schedule of Insurers attached which forms an integral part of this Certificate.
- Manifests:** 7. **Manifests, Manifesting** means the date when an illness or disease is reasonably capable of diagnosis by a qualified health care practitioner.
- Permanent Total Disablement:** 8. **Permanent Total Disablement** means disablement that entirely and permanently prevents the **Insured** from fulfilling their usual Occupation specified in the Schedule lasting twelve (12) calendar months and at the end of that period being beyond hope of improvement.
- An Act of Terrorism:** 9. **An act of terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- Hijack:** 10. **Hijack** means the unlawful seizure of an aircraft or other public conveyance in which the **Insured** is travelling.

General Exclusions

This Certificate does not cover death or disablement directly or indirectly resulting from or consequent upon:

- | | |
|-----------------------------------|---|
| Radioactive contamination: | <p>1. Radioactive contamination and explosive nuclear assemblies, deemed to be:</p> <ul style="list-style-type: none"> (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. (a) the radioactive, toxic, explosive or other hazardous or contaminating properties. of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof. (b) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. <p>except as provided for in paragraph 2. of the Insuring Agreement of this Certificate.</p> |
| Dangerous Sports: | <p>2. the Insured engaging in or taking part in:</p> <ul style="list-style-type: none"> (a) winter sports (other than on piste skiing, on piste snowboarding, skating and curling), (b) rock climbing or mountaineering normally involving the use of ropes or guides, or potholing. (c) competitive equestrian activity of any kind, (d) any organised motor sport activity, (e) aviation as a pilot <p>unless prior agreement of Insurer(s) has been granted and evidenced by endorsement attached to and forming part of this Certificate.</p> |
| Self harm: | <p>3. suicide or attempted suicide or intentional self-injury or the Insured being in a state of insanity.</p> |
| AIDS/HIV: | <p>4. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno- deficiency Virus (HIV) howsoever these have been acquired or may be named</p> |
| Venereal Disease: | <p>5. Venereal Disease</p> |
| Criminal Act | <p>6. the Insured's own criminal act</p> |
| Alcohol | <p>7. The Insured being under the influence of alcohol, as defined by the Road Traffic Act</p> |
| Drugs: | <p>8. The Insured Person being under the influence of drugs or narcotics that are not lawfully available, unless prescribed for the Insured Person by a Health Care Practitioner.</p> |

**Exclusion by
Endorsement:**

9. any specific exclusion by endorsement attached to and forming part of this insurance, applied as a result of medical information which becomes known to **Insurer(s)** either from review of the Proposal Form referred to in the Schedule or otherwise.

**Pre-Existing
Conditions:**

10. **Accidental Death** or **Permanent Total Disablement** as a result of **Accidental Bodily Injury** or **Illness** if wholly or partly directly or indirectly caused by contributed to by or aggravated by any physical impairment, defect, degenerative process or infirmity, existing prior to the inception of this Certificate.

A physical impairment, defect, degenerative process or infirmity exists within 36 months prior to the inception of this Certificate if it has been diagnosed by a qualified health care practitioner prior to inception of this Certificate or, in the event that it has not been so diagnosed then in the opinion of an independent qualified health care practitioner the **Insured** could reasonably have been expected to be aware of its existence on the date of inception of this Certificate.

*Exclusion 10, following the application by the **Insured** with specialist proposal medical evidence and at the **Insurer(s)** discretion, may be replaced by specific endorsement attached to and forming part of this Certificate.*

**Degenerative
Conditions:**

11. This certificate does not cover the insured for Permanent Total Disablement caused by or consequent upon osteoarthritis, arthritis or any other degenerative process of the joints, bones, tendons or ligaments.

Conditions

- Proportional Benefit:** 1. If in the opinion of an independent qualified health care practitioner the consequences of an **Accidental Bodily Injury** or **Illness** shall have been aggravated by any physical disability or condition of the **Insured** which existed before the **Accidental Bodily Injury** or **Illness** occurred, the amount of any Benefit payable under this Certificate in respect of the consequences of the **Accidental Bodily Injury** or **Illness** shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
- Notice to Insurer(s):** 2. The **Insured** must advise **Insurer(s)** as soon as is reasonably practicable of any **Accident** or **Illness** that may result in a claim within the meaning of this Certificate.
Notice must be given to the **Insurer(s)** as soon as is reasonably practicable in the event of the death of the **Insured** resulting or alleged to result from an **Accident**
- In no case will the **Insurer(s)** be liable to pay benefits to the **Insured** or his representatives unless any medical adviser or advisers appointed by the **Insurer(s)** for the purpose shall be allowed so often as may be deemed reasonably necessary to make an examination of the **Insured**.
- Payments Under More Than One Item:** 3. Benefit shall not be payable under more than one of the items in the Table of Benefits in connection with any one **Accidental Bodily Injury** or **Illness**.
- Assignment:** 4. No assignment of this Certificate, or any rights, shall be binding upon the **Insurer(s)** unless agreed in writing.
- Resumption of Occupation:** 5. In the event that the **Insurer(s)** pays a claim for **Permanent Total Disablement** and the **Insured** subsequently recovers sufficiently to resume his Occupation as stated in the Schedule, the **Insured** agrees to refund all monies paid to them by the **Insurer(s)**.
- Certificate Cancellation:** 6. This Insurance may be cancelled by the **Insured** at any time by written notice or surrender of the Certificate.
- Entire Certificate:** 7. This Certificate, including Schedule, Endorsements or clauses attached, constitute the entire Certificate of Insurance. No change in this Certificate shall be valid until approved by the **Insurer(s)** in advance in writing and unless such approval be endorsed, or attached.
- Law and Jurisdiction:** 8. This Certificate shall be governed in accordance with the Law of England whose Courts shall have jurisdiction in any dispute arising hereunder.

- Cooling off Period:** 9. You may cancel this insurance from inception by writing to your broker within fourteen days of the start of the contract or receipt of your Certificate documentation whichever is the later. You will be entitled to a full refund of premium, provided that you have not made a claim during the current period of insurance.
- Cancellation Clause:** 10. In the event that settlement of the required premium is not received by the coverholder within the stated payment terms, the policy may be cancelled from inception by the Insurer(s) by giving 30 days' notice in writing to the Insured.

Specimen

Additional Benefits

Loss of Speech:	Total and permanent loss of speech following Accidental Bodily Injury .
Loss of Hearing:	Total and permanent loss of hearing in both ears following Accidental Bodily Injury .
Coma Benefit:	The Insurer(s) agree to pay the Insured (as stated in the schedule) in the event of the Insured being admitted to hospital as an in-patient as a result of Accidental Bodily Injury and which results in the Insured being confined to hospital in a comatose state.
Funeral Expenses:	In the event of a claim paid for the Accidental Death of the Insured the Insurer(s) will pay an additional amount (as stated in the schedule) as a contribution towards funeral costs.
Hijack:	The Insurer(s) will pay (as stated in the schedule) for each 24 hour period in the event that the Insured is detained due to Hijack subject to a maximum of 50 days provided such detention begins during the Period of Insurance . Compensation will not be payable under this Extension until the full amount of compensation has been agreed.
Retraining Benefit:	In the event that the Insured sustains Permanent Total Disablement the Insurer(s) agree to pay the Insured an additional amount of up to (as stated in the schedule) in respect of vocational education and training expenses to enable the Insured to undertake an alternative Occupation . Any amount payable must be claimed within six months of receipt of the Permanent Total Disablement . Appropriate documentation and receipts for such education and training must be submitted in support of any claim for the Retaining Benefit.

Complaints Procedure

Any enquiry or complaint should be addressed in the first instance to Miller Insurance Services LLP at the address below:

Miller Insurance Services LLP
70 Mark Lane
London
EC3R 7NQ
Tel: +44 (0)20 7488 2345
Fax: +44 (0)20 7488 2345

If you are not satisfied with the way a complaint has been dealt with you may also ask the Department at Lloyd's to review your case without prejudice to your rights in laws. The address is:

Complaints Department
Lloyd's
One Lime Street
London EC3M 7HAQ
Telephone 020 7327 5693

Sports and Entertainment

Market leading risk broking and advisory services





Our sports and entertainment team is comprised of dedicated specialists who understand the specific risks associated with this niche sector.

We develop bespoke service offerings, drawing upon our depth of experience and understanding of our clients' needs.

Market leaders

Why Miller?

Work with a specialist

Our team has extensive experience in handling insurance for clients in the sports and entertainment sectors. A dedicated and specialised approach means we understand the specific challenges they face, which enables us to help them make informed choices when managing their risks.

An integrated service – no outsourcing

Our sports and entertainment claims, technical and servicing specialists are embedded within a single integrated team. We believe keeping everything in-house ensures our clients can enjoy continuity, and consistently high standards when they need them most.

The size and scale to get the job done

Our strong and long-standing relationships with insurers in London, at Lloyd's and internationally mean we are in an excellent position to deliver competitive rates. We are a top-six producer of insurance premiums to Lloyd's alone so our clients can trust the Miller team to effectively represent them in negotiations with underwriters.

Who we work with



Professional sports clubs and teams



Individual sportsmen and women



Entertainment professionals



Sports governing bodies



Agents and advisors



Venues rights holders and event organisers



Sponsors



Broadcasters



Production companies



Membership and affinity groups

Commercial clients

We work with commercial organisations operating in the sports and entertainment sector to manage their risk exposure. A commercial insurance programme may include any combination of the following covers:

Personal accident

- » Catastrophe insurance
- » Permanent total disablement
- » Accidental death
- » Wageroll protection

Liabilities

- » Public/products
- » Employers'
- » Media
- » Product recall

Financial loss

- » Professional indemnity
- » Directors' and officers' liability
- » Cyber liability
- » Charity trustees' liability
- » Employment practices liability
- » Key-man insurance
- » Sports governance insurance

Property damage

- » Sports stadia
- » Venues and facilities
- » Commercial property
- » Construction and development projects
- » Sporting equipment
- » Engineering

Motor

- » Motor fleet
- » Motorsports vehicles

Travel

- » Cancellation and curtailment
- » Private medical expenses
- » Kidnap, ransom and extortion
- » Fixated persons/ personal protection

Contingency

- » Event cancellation
- » Failure to broadcast
- » Non-appearance
- » Contractual bonus
- » Prize promotion

Credit and political risks

- » Terrorism
- » Political violence
- » Trade credit

Affinity Schemes

- » Ticket sale protection
- » Revenue generating membership benefits



Individual clients

A tailored insurance programme should form an integral part of a sport and entertainment professional's risk management strategy. We work with individuals and their advisors to arrange bespoke insurance programmes that protect them against their professional and personal risk exposures. This may include any of the following covers:

Professional lines

- » Career ending injury (permanent total disablement)
- » Income protection (temporary total disablement)
- » Accidental death
- » Sports private medical insurance
- » Contractual bonus
- » Non-appearance
- » Personal media liability
- » Fixated risk management / personal protection

Personal lines

- » Worldwide residential property
- » Jewellery, fine art and collections
- » Family private medical insurance
- » Life insurance
- » Extended trip travel insurance
- » Kidnap, ransom and extortion
- » Motor
- » Marine craft and yacht
- » Aviation
- » Bloodstock
- » Legal indemnities



Market leading sports and entertainment team

Our team below work exclusively on behalf of individuals and organisations with sports and entertainment related exposures:

James Hands

T +44 20 7031 2556

M +44 7979 995 1370

james.hands@miller-insurance.com



Steve Talboys

T +44 20 7031 2866

M +44 7736 621 105

steve.talboys@miller-insurance.com



David Griffiths

T +44 20 7031 2629

M +44 7872 061 662

david.griffiths@miller-insurance.com



Nick Faint

T +44 20 7031 2613

M +44 7736 618 333

nick.faint@miller-insurance.com



Laura Hodgson

T +44 20 7031 2642

M +44 7736 617 512

laura.hodgson@miller-insurance.com



Lauren Shepherd

T +44 20 7031 2845

M +44 7736 618 318

lauren.shepherd@miller-insurance.com



Mariana Munoz

T +44 20 7031 2839

M +44 7887 508 197

mariana.munoz@miller-insurance.com



Margaret Sussex

T +44 20 7031 2622

M +44 7736 621 106

margaret.sussex@miller-insurance.com



Jim Rainford

M +44 7712 592 606

jim.rainford@miller-insurance.com



Murray Edward | Claims

T +44 20 7031 2776

M +44 7733 002 842

murray.edward@miller-insurance.com



Our values

We do the right thing



Our people are trusted to do the right thing, whether that is acting with integrity, making principled decisions, or giving clients honest advice - especially when this is not the easiest option.

We are highly professional, treating clients, markets, suppliers and each other with courtesy and respect. We act in good faith and with honesty and fairness at all times. We take compliance seriously and are responsible and conscientious.

Our approach to relationships with clients and markets is thoughtful and considered and we take a mature, long-term view, providing continuity and stability.

We deliver on our promises



We have earned a reputation for keeping our promises to clients, markets and each other. When we say we will do something, our highly skilled and resourceful team does everything in its power to get the job done.

We take pride in our status as a specialist, operating exclusively in areas where we excel, based on our depth of knowledge and experience.

A focussed approach means we are clear and honest about what we can do, where our strengths lie and how we can add value to our clients, helping them to achieve their goals.

We work as one team



We are a partnership in terms of our structure, but also in how we behave. We work as one team for the benefit of our clients.

We have a positive, friendly atmosphere at Miller where our colleagues are accessible, helpful, and can be trusted and relied upon.

We operate as a single profit centre, rewarding both collaborative and individual success. This ensures that client needs remain our priority and colleagues across all our specialist areas and locations work together to deliver a professional, consistent and integrated service through a dedicated point of contact.

About Miller

Since Miller was founded in 1902, we have gone from strength to strength because of our unwavering focus on delivering an exceptional standard of service to our clients.

We are known for doing the right thing, delivering on our promises and working as one team.

Today, we are a leading specialist (re)insurance broking partnership, headquartered in London with more than 600 people across our UK and international operations.

Chartered Insurance Brokers



Miller is proud to hold Chartered Insurance Broker status, the industry gold standard awarded by the Chartered Insurance Institute (CII).

This title demonstrates our professionalism, client focussed approach and commitment to excellent service standards.

PROPOSAL & MEDICAL FORM
FOR
PERSONAL ACCIDENT & ILLNESS INSURANCE
FOR
PROFESSIONAL RUGBY PLAYERS

Instructions for completing this form

Please complete pages 2-5 – including name, address and beneficiary of the policy, and questions 1-9

Please ensure you sign and date underneath question 9.

The medical questionnaire (page 6-8) must be completed by your club doctor in conjunction with yourself.

DECLARATION PAGE (P.9) MUST BE **SIGNED AND DATED BY YOU AND THE CLUB DOCTOR**

Once the form is fully complete, please make sure you take a photocopy for your records, and return to: -

Jim Rainford
Miller Insurance Services LLP
70 Mark lane
London
EC3R 7NQ

IMPORTANT NOTICE

All questions must be answered to enable a quotation to be given.

Completing and signing this Proposal does not bind the Proposers or Underwriters to enter a contract of insurance.

If there is insufficient space to answer questions, please use an additional sheet and attach it to this form (please indicate section number).

Every question must be answered fully and correctly by the person to be insured or on his behalf by the Proposer in ink.

ALL THE FOLLOWING QUESTIONS RELATE TO THE PERSON TO BE INSURED

NAME:

ADDRESS:

DATE OF BIRTH:

TEAM:

LEAGUE/COUNTRY:

POSITION:

**PLEASE ADVISE WHO THE BENEFICIARY OF THIS POLICY WILL BE
IN THE EVENT OF ACCIDENTAL DEATH**

BENEFICIARY:

ADDRESS:

RELATIONSHIP TO THE INSURED:

1. Are you currently free of injury and/or illness and playing for your team?

YES/NO

2. Please advise the number of matches you have missed and/or the amount of time you were disabled during each of the last three years due to injury or illness.

Year	Month	Missed Games /Time	Injuries Sustained

3. (a) Please advise the name and address of your General Practitioner.

.....

- (b) Are you in good health and have you been so for the last 12 months?
 If NO, please give details.

YES/NO

.....

- (c) Have you consulted a doctor during the past two years (apart from your club doctor)? If YES, give details and dates.

YES/NO

.....

- (d) Is your sight in any way impaired or have you suffered from any disease or disorder of the eyes in the last five years?

If YES, please give details

YES/NO

.....

- (e) Is your hearing impaired or have you suffered from any disease or disorder of the ears in the last five years?

If YES, please give details.

YES/NO

(f) Are you taking drugs other than under medical supervision? YES/NO

(g) What is your average DAILY consumption of alcoholic drinks
(a unit of alcohol is a pub measure of wine or spirits or a half
pint of beer, lager or cider)

units

4. (a) Have you attended a doctor or hospital due to any
ailments or serious illness during the last five years?
If YES, please give details.

YES/NO

.....
.....
.....

(b) During the last five years have you had any operations or been
involved in any form of accident?
If YES, please give details and dates.

YES/NO

.....
.....
.....

(c) Have you any reason to think that you may need to undergo a
medical or surgical procedure in the near future?
If YES, please give details.

YES/NO

.....
.....
.....

5. (a) Are you currently insured against accident or illness via an
alternative insurer? If YES, please give the following:

YES/NO

Name of Insurer:

.....

Benefits covered:

.....

(b) Have any claims been made in respect of accident or illness?
Please state in each case the nature of the claim, amount and
name of the Company or Underwriter.

YES/NO

.....
.....
.....

6. Have you been declined, or accepted on special terms, for Life Insurance or Insurance against accident or illness? If YES, please give details (if you are covered by a Group Policy of any sort, please make enquiries)

YES/NO

.....

7. Has a Company or Underwriter cancelled, declined or postponed renewal of an Insurance Policy that you have had in force for Life or Disability Insurance? If YES, please give details.

YES/NO

.....

8. Do you engage in any sport(s) as a professional, other than the sport which is your prime occupation? If YES, please give details.

YES/NO

.....

9. Please give the expiry date and value of your playing contract to be protected by this insurance.

Date:

Sum of Contract per annum:

Level of Cover required:

SIGNATURE OF PLAYER:

DATE:

You are also required to sign the Declaration on Page 9

TO BE COMPLETED BY CLUB DOCTOR

Questions to be answered by Medical Examiner as a result of physical examination:-

1. Height
2. Weight
3. Blood Pressure
4. Pulse Rate
5. Is there any enlargement or abnormality of the heart? YES/NO
If YES, please describe fully on separate report.

6. If there any abnormality of the following:-

Please give details; and also is vision or hearing impaired, indicate degree and correction.

	Yes	No
Eyes		
Ears		
Nose		
Mouth		
Pharynx		
Respiratory System		

7. Are you aware of any additional medical history; signs, symptoms or laboratory findings?
(a confidential report for Underwriters may be requested)

Questions to be answered in conjunction with the player:-

Is there any injury or abnormality to or history of injury or abnormality to the following?
If YES, please give **full DETAILS and DATES**, If NO, please state **NONE**

Head (including Concussion
or unconsciousness)

Neck

Back or Spinal Column

Shoulders

Elbows

Hands, Wrists or Fingers

Chest

Hips

Knee, Left

Knee, Right

Ankle, Foot or Toes, Left

Ankle, Foot or Toes, Right

Hamstring, Left
Right

Calf Muscle, Left
Right

Thigh, Left
Right

Groin

Shins, Left
Right

Please provide any further information to the above on Page 10

MEDICAL EXAMINER

Dated aton 20.....

Signature of Medical Examiner.....

Examiner's Address

.....

.....

Please read this paragraph carefully before signing the Declaration below:

It is essential that every Proposer or Assured when seeking a quotation to take out or renew any insurance discloses to the prospective Underwriters all material facts and information (including all material circumstances) which might influence the judgement of an Underwriter in deciding whether to accept the risk and on what terms. The obligation to provide this information continues up until the time that there is a concluded contract of insurance. Failure to do so entitles the Underwriters, if they so wish, to avoid the contract of insurance from inception and so enables them to repudiate liability thereunder. If you have any doubt as to what constitutes a material fact or circumstance, please do not hesitate to seek the advice of your insurance agent.

DECLARATION

I/we declare that, after full enquiry, the contents of this proposal are true and that I/we have not mis-stated, omitted or suppressed any material fact or information. I/we agree that this proposal, together with any other information supplied by me/us shall form the basis of any contract of insurance which may be concluded. If there is any material alteration to the facts and information which I/we have provided or any new material matter arises from the conclusion of the contract of insurance, I/we undertake to inform Underwriters.

In accordance with the provisions of the Data Protection Act 1998, I authorise the processing of the information provided by me or by my doctor about me in relation to the placing of insurances, handling of insurance claims or provision of other services to me. I authorise the disclosure to and processing by underwriters, their re-insurers and loss adjusters/claims handlers of such information.

Dated this	day of	20
Signature of Club Doctor		
Signature of Proposer		

A copy of this proposal should be retained by you for your records.

Name of Player

Additional medical information:

Miller Insurance Services LLP Terms of Business Agreement (“TOBA”)

1. Miller Insurance Services LLP

- 1.1 Miller Insurance Services LLP (also referred to as “Miller”, “we”, “us”, “our”, “the Partnership” or “the LLP”) is an English limited liability partnership. As such it is a body corporate which has “members”. Our registered address is 70 Mark Lane, London, EC3R 7NQ.
- 1.2 We are a Lloyd’s broker and are authorised and regulated by the Financial Conduct Authority (FCA) to conduct general insurance activities. This can be verified by checking the Financial Services Register on the FCA’s website or by contacting the FCA by telephone on 0300 500 0597, or if dialing from outside of the United Kingdom on +44 (0) 207 066 1000. You can contact us by telephone on +44 (0) 20 7488 2345 and find out more about us at www.miller-insurance.com.

2. This TOBA

- 2.1 This TOBA and its schedules set out the terms on which Miller agrees to act for you. You should read this document carefully, for as well as setting out the terms of our relationship it contains details of our regulatory and statutory responsibilities.
- 2.2 We particularly draw your attention to the following sections of the TOBA:
- (a) the exclusions and limitations of liability applicable to Miller, our partners and our employees, as detailed in this TOBA, including without limitation at clause 4 and Schedule A;
 - (b) the client money disclosures at clause 9;
 - (c) your disclosure obligations to insurers at clause 11 and (if applicable) Schedule B;
 - (d) our remuneration arrangements at clause 14 and Schedule C;
 - (e) the handling of conflicts at clause 15;
 - (f) the complaints procedure at clause 17; and
 - (g) our sanctions position at clause 20.
- 2.3 Please contact us immediately if there is anything in this TOBA that you disagree with or do not understand.
- 2.4 In this TOBA, references to:
- (a) “insurance” and “insurers” includes reinsurance and reinsurers;
 - (b) “your” means you or, if you are an intermediary, your client(s);

- (c) “partner” shall mean a member of the LLP;
- (d) “employee” shall mean a person (other than a partner) who is an employee, office holder, contractor or consultant of the Partnership;
- (e) “Data Protection Laws” means: the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing Council Directive (EC) 95/46 (Data Protection Directive) or any similar or equivalent laws, regulations or rules relating to information or data about individuals in any jurisdiction outside the United Kingdom; and
- (f) “data controller”, “data processor”, “data subject”, “personal data”, and “processing” shall have the meanings given to them in the Data Protection Act 1998.

2.5 If you instruct us to proceed with any insurance placement or to undertake any other insurance related service we will be doing so on these terms alone and they will have contractual effect between you and us. It is deemed that you consent to working with us based on the terms of this TOBA if, having received this TOBA, you instruct us and/or continue to do business with us.

2.6 From time to time, it may be necessary for us to amend or supersede these terms by new terms which will be communicated to you in writing.

3. Our service to you

3.1 We will provide insurance broking services and/or insurance consultancy services (“the Services”) with reasonable care and skill. In providing any insurance broking element of the Services, we will:

- (a) explain the main features of products and the Services we are offering to you;
- (b) provide you with information about any risk quoted, before it is bound;
- (c) place your insurance only when you instruct us to, and we will advise you if we are unable to complete the placement; and
- (d) provide claims services to you, as further described in clause 16.

3.2 We do not offer or provide advice in relation to tax, accounting, regulatory, legal or other specialist matters (including in relation to sanctions and/or in relation to your obligations where your policy is subject to a law other than that of England and Wales) and you should take separate advice as you consider necessary regarding such matters.

3.3 We normally act as your agent when providing the Services. However, in some cases, we may act as agent of the insurer in various capacities which are explained further in clause 14.5. Clause 9 explains how client money will be held when we act as either your agent or agent of the insurer.

4. Exclusions and limitations of liability of the LLP, partners and employees

- 4.1 The Services are provided solely and exclusively by the Partnership, acting through its partners and employees. No partner or employee assumes any personal responsibility to you, and accordingly no partner or employee shall owe you any personal duty of care.
- 4.2 It is agreed and understood that no partner or employee shall be liable to you and you will not bring any claim against any partner or employee for any loss or damage howsoever arising as a consequence of the acts or omissions of such partner or employee (including negligent acts or omissions), save where such loss or damage is caused by fraud on the part of such partner or employee, or cannot otherwise be lawfully excluded. The Partnership itself shall be liable to you to the same extent as it would have been in the absence of this exclusion, and the Partnership undertakes not to rely upon any matter by way of defence if and to the extent that such matter would not have been available to it in the absence of this exclusion.
- 4.3 The extent to which any loss or damage will be recoverable by you from us will also be limited so as to be in proportion to our contribution to the overall fault for such loss or damage, taking into account any contributory negligence by you and any negligence by your other advisers and/or any third party responsible to you and/or liable in respect of such loss or damage.
- 4.4 Miller's aggregate liability for breach of contract, negligence, breach of statutory duty or other claim arising out of or in connection with this Agreement or the Services shall be limited as follows:
- (a) in respect of personal injury or death caused by Miller's negligence, no limit shall apply;
 - (b) in respect of any matter where liability cannot be excluded by law, no limit shall apply;
 - (c) in respect of any fraudulent acts (including theft or conversion) or willful default by Miller, no limit shall apply;
 - (d) in respect of claims other than under (a), (b) and (c) above, the total aggregate liability of Miller shall be limited to the sum of GBP 10 million; and
 - (e) subject to (a), (b) and (c) above, in respect of the following losses: loss of revenue; loss of opportunity; loss of reputation; loss of profits; loss of anticipated savings; increased costs of doing business; or any other indirect or consequential loss, Miller will have no liability in any circumstances.
- 4.5 Both you and we agree that the foregoing exclusions and limitations are reasonable, based on the level of risk assumed by us in connection with the Services we provide and the fees and/or commission or brokerage earned under this TOBA.
- 4.6 The terms of this clause 4 shall be enforceable by partners and employees.

5. Market security

- 5.1 We check the financial strength ratings provided by specialist agencies for each participating insurer and, based on these, we may seek your specific approval of some proposed security. We do not assess or guarantee the solvency of any insurer.
- 5.2 We do not accept any and you agree that we shall not have any liability to you for any unpaid amounts in respect of claims or return premiums due to you from a participating insurer who becomes insolvent or delays settlement.

6. Evidence of cover and policy documentation

- 6.1 We will promptly send you evidence of cover in the form of an insurance policy, a certificate of insurance, a copy of our placing slip, or an insurer or Miller produced insurance document. You should examine any insurance documents very carefully to ensure that they meet your requirements. If the documents do not meet your requirements, if you feel they are incorrect, if you do not understand them, or if you are dissatisfied with the insurance security, please advise us immediately. Otherwise, we will assume that the documentation meets your requirements. In any event, it is important for you to keep your insurance documents safe.
- 6.2 Unless you advise us otherwise in writing, we will treat any paper documents that you provide to us as copy documents. Such documents may ultimately be destroyed by us in accordance with our document retention policy. Please let us know if you require any further information.
- 6.3 Any original placing slip evidencing insurance placed by us on your behalf belongs to and remains the property of Miller.

7. Non-payment of premium

- 7.1 You agree to pay all premiums and other charges on or before the due date as set out in our invoice or debit note or any evidence of cover, as applicable.
- 7.2 Should you or your agents fail to pay the premium or any instalment of it in full with cleared funds in the invoiced currency by the due date, the insurance contract may be cancelled by us or by insurers in accordance with any cancellation clause in the policy.
- 7.3 We will advise you if insurers have imposed a premium payment warranty or condition. Where insurers have specified a premium payment warranty, they must receive the premium due by that date. If you do not think you will be able to comply with the premium warranty please contact us immediately.
- 7.4 Where applicable, any other party with an interest in the insurance contract will be advised of any non-payment of premium and given the opportunity to pay the outstanding amounts.

8. Currency

- 8.1 When conducting your business we may have to convert funds to another currency in order to settle amounts due to insurers. If a repayment of funds is due to you or is requested by you after conversion, then any such repayment will be made in the currency to which the funds have been converted. Any shortfall arising from exchange differences remains your liability.
- 8.2 If you pay a premium in a different currency or to a bank account in a different currency from that requested, we may, at our discretion, either return the funds to you or convert the money to the required currency. In the latter case, the converted funds will be applied against the amount due with any shortfall arising from exchange differences remaining your liability.

9. Client money

- 9.1 We will hold premium monies received from you, and claims and return premium monies received from insurers which are due to you either:
- (a) as your agent; or
 - (b) as agent of your insurers (termed "risk transfer").
- 9.2 We will hold and co-mingle all premiums, claims monies and return premiums in non-statutory trust bank accounts in accordance with the FCA's Client Money rules. Where the monies are also subject to risk transfer, we have agreed with insurers that such monies will be treated as client money and that the insurers' interest in those monies are subordinated to the interests of our clients. Therefore, in the unlikely event of our failure, all monies held in our non-statutory trust bank accounts will be available to clients ahead of insurers and other creditors. As the trust bank account protects money held on either basis, we will not usually inform you on which basis we hold the money we have received from you or for you.
- 9.3 We are permitted, in the normal course of business, to use client money held on behalf of one party to pay another party's premium or claim or return premium. We may not use client money to pay ourselves commissions before we receive the premium. Upon receipt of premium, the commission will be retained by us.
- 9.4 Notwithstanding the operation of the trust bank account as described above, it is not our policy to:
- (a) fund premium on your behalf to insurers; or
 - (b) fund claims to you due from insurers.

However, in the event that we elect to fund premium on your behalf, you acknowledge that any funded amount, whether arising as a result of a payment by us or a deduction by you from amounts payable to us, is to be refunded to us immediately, and that for the duration of any funding, such funded amounts are not considered to be a gift from us. We reserve the right to charge interest on any such funded items from the date the funding commenced to the date of payment.

9.5 Any interest earned on your money held by us and any investment returns on any segregated designated investments will be retained by us for our own use, rather than paid to you. We may hold separately permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into the non-statutory trust account. If we do so, we are responsible for any resultant shortfall in your money held by us.

9.6 Your money will normally be deposited in client accounts with banks which have been approved by the relevant regulatory authority. In the unlikely event that the bank is not approved, it will still be held in a designated bank account. We may transfer your money to other banks or intermediaries, including those outside the UK, where the legal and regulatory regime will be different. In the event of their failure this money may be treated in a different manner.

9.7 Where you do not wish your money to be passed to a particular bank, intermediary or jurisdiction, you should tell us.

10. Warranties and subjectivities

10.1 It is very important that you familiarise yourself with all the terms of any insurance contract that you purchase. In particular, you must treat all warranties seriously and comply strictly with them. Failure to do so may entitle the insurer to decline a claim under the policy. If you are aware that you are in breach of a warranty, you should keep a record of when the breach occurred and when the breach was remedied. You should always remedy a breach as quickly as possible. If the breach is not capable of remedy, you should tell us as soon as possible. If you have any doubts or reservations, you should tell us.

10.2 A subjectivity in your insurance contract may lead to the contract being invalidated or coverage prejudiced if the subjectivity remains outstanding. It is very important that you promptly satisfy any subjectivity so that it can be removed.

11. Disclosure to the insurer

11.1 If your insurance policy is subject to the laws of England, Wales, Scotland or Northern Ireland, the duty to disclose to insurers, via us, all information which is known or ought to be known to you in the ordinary course of business and which is material to the risk will remain in force until 11 August 2016. From 12 August 2016, your duty (a) where you are a producing broker client and you act for a consumer insured, not to make a misrepresentation or (b) where you are, or act for, a non-consumer insured, to make a fair presentation of the risk, are set out in Schedule B. For us to be able to arrange insurance to meet your requirements, you and any agent acting on your behalf, must comply with the appropriate duty depending on your profile as a consumer/non-consumer insured. Please read Schedule B carefully. If you fail to comply with the appropriate duty it could result in the denial of your claim or avoidance of your insurance policy – please see further paragraph 4 of Schedule B.

11.2 Your duty of disclosure will be different if your policy is subject to a law other than that of England, Wales, Scotland or Northern Ireland. However, all material facts which are relevant to the risk we are placing for you should be disclosed to insurers. You agree that we shall provide the Services in reliance on the information and data provided by you. You should take care to complete claims and proposal forms or questionnaires required by insurers fully and accurately.

If you become aware that you have omitted material information, or that material information that you have supplied before your insurance policy is finalised is incorrect or has been omitted, you should tell us immediately. If you fail to comply with the applicable duty of disclosure it could result in the denial of your claim or avoidance of your insurance policy. You may wish to seek appropriate legal advice about the specific disclosure requirements of the applicable law of your insurance policy.

12. Insurance Act 2015 - contracting out

- 12.1 This clause only applies to insurance policies which are subject to the laws of England, Wales, Scotland or Northern Ireland.
- 12.2 The Insurance Act 2015 allows non-consumer insureds and insurers to contract out of certain provisions. However, any “disadvantageous term” (that which puts an insured in a worse position than the default regime under the Insurance Act 2015) must meet certain “transparency requirements”.
- 12.3 We will not provide advice in respect of any proposed contracting out of the Insurance Act 2015 unless specifically instructed by you and we agree to do so.

13. Your liability for tax

- 13.1 Unless there is a legal requirement for us to do so, it is your obligation to make declarations in respect of and to account for any applicable tax on all insurance transactions.

14. Remuneration

- 14.1 We are normally remunerated by commission or brokerage earned on insurances placed, or by a fee negotiated and agreed with you. If appropriate, and with your consent, we may receive a fee and commission/brokerage. As this remuneration is earned on placement, we will be entitled to retain it (or to receive it where unpaid) even if policies placed by us are cancelled. Where we place multi-year policies we will be entitled to retain all commission/brokerage or fees upon placement even if such policies are cancelled.
- 14.2 If you wish us to carry out any task beyond the Services you initially require, these will be subject to an additional fee and/or brokerage. That may include where we will incur higher costs of claims handling for significant claims. We will not impose any fees or additional charges on you without prior notification or discussion.
- 14.3 In a limited number of situations, it may be appropriate (and for your benefit) for us to use other parties such as wholesale brokers, excess and surplus lines brokers, underwriting managers, managing general agents or reinsurance intermediaries in the placement of your insurances. These parties may also earn and retain commissions for their role in providing products and services for you.
- 14.4 We may receive remuneration from premium finance companies where insurances we place are subject to premium finance arrangements. From time to time, in advising you in relation to your insurance arrangements, we may introduce the services of other providers who, should you elect to use their services, may agree to pay to Miller a referral fee.

14.5 We may have contracts with various insurers under which we provide certain services, such as those under binding authorities, managing general agency and lineslip arrangements (for example, providing statements of the business accepted and the issuance of certificates of insurance cover). We may also provide reinsurance broking services to insurers. We may also enter into service agreements with certain insurers, for a range of consultancy services, some of which may assist the development of insurance products for our clients. Under these arrangements we may be paid by the insurers for the services we provide to them in addition to any fees or commissions we may receive for placing your insurance cover. These arrangements are detailed further in Schedule C.

14.6 You may ask us at any time to disclose the commission we receive for placing your insurance business.

15. Conflicts

15.1 This TOBA will not prevent us from acting for other clients who may be your competitors or with whom you may have business dealings. You acknowledge and agree that this will prevent us from advising you of information which has come into our possession by virtue of us acting for another client.

15.2 In the event that we identify a conflict of interest in our providing the Services to you, we will immediately notify you and, where we are able to do so, will agree how to continue to provide the Services.

15.3 During the submission and consideration of any claim that you may have under an insurance contract, we may provide, and be separately remunerated for, limited services to your insurers. In performing these services we will always use reasonable endeavours to avoid a conflict of interest. Should we consider, however, that a conflict has arisen, then we shall take no further action on behalf of the insurer without your written approval.

16. Claims

16.1 You must carefully read the terms and conditions of your insurance contract with regard to your obligations to notify claims and/or potential claims to your insurers. You must provide us with all material information concerning such claims or potential claims in order for us to assist you to comply with the terms of your insurance contract. Failure to properly notify a claim or potential claim in a timely manner, as required by your insurance contract, may give insurers the right to avoid payment or reduce payment of your claim.

16.2 We will promptly inform you of the acceptance or denial of your claim, and in the case of any denial of a claim, we will provide to you the insurer's reasons for such denial.

16.3 We will provide a claims broking service for you as long as you remain a client of Miller. However, if you cease to be our client but request us to continue to service any claim(s) on your behalf, we reserve the right to charge a specified fee to you for such claims broking services.

17. Complaints

- 17.1 Our complaints procedure is available upon request. All complaints should be addressed to:
- Head of Compliance
Miller Insurance Services LLP,
70 Mark Lane,
London,
EC3R 7NQ
- 17.2 In the unlikely event that we are unable to resolve your complaint to your satisfaction, if you are eligible, you may be entitled to refer your complaint for an independent review by the Financial Ombudsman Service (FOS). The FOS is an independent service in the UK for settling disputes between customers and businesses providing financial services. You can register your complaint and/or find more information on the FOS, including eligibility criteria, at www.financial-ombudsman.org.uk or by calling 0800 023 4567.
- 17.3 If your insurance policy has been underwritten at Lloyd's, and if you are eligible, you may also be entitled to refer your complaint to Lloyd's for its review.
- 17.4 If we receive a complaint from you, we will provide you with a copy of our complaint handling procedure, which will provide you with details of how we will handle your complaint, as well as details of how to refer your complaint to Lloyd's and/or the Financial Ombudsman Service. This procedure is also available upon request.
- 17.5 It may be the case that you are entitled to compensation through the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. Further information about the FSCS is available from its website, www.fscs.org.uk.

18. Confidentiality and Data Protection

- 18.1 We will at all times treat all confidential information we hold about you as private and confidential and protect it in the same way we would protect our own confidential information. We will not disclose any confidential information we hold about you to others without your prior consent except: (a) in the normal course of negotiating, maintaining or renewing your insurance policies; (b) to the extent we are required to do so by law or a regulator; (c) to insurers, surveyors, loss adjustors, IT service providers, administrative support service providers, and other like persons to the extent necessary to provide our Services to you in a timely manner; (d) to loss assessors, lawyers, and other like persons to the extent necessary to enable such third parties to provide information or services you have requested; (e) to premium finance companies to the extent necessary to enable them to provide you with greater choice in making premium payments; and (f) to other group companies to the extent necessary to facilitate the effective management, administration, or operation of those businesses.
- 18.2 By way of exception to the foregoing, you agree that we may: (a) use any information you provide to create anonymised industry or sector-wide statistics which may be shared with third parties, on the condition that unless we have obtained your consent, information specific to you will not be revealed other than on an anonymised basis and as part of an industry or sector-wide comparison;

(b) share information concerning your insurance arrangement with insurers where this is necessary to enable insurers to decide whether to participate in any arrangement made by Miller whereby participating insurers agree to automatically insure (wholly or partly) a portfolio of risks by delegating their authority to bind individual risks within such portfolio to the lead insurer or Miller; (c) share anonymised information concerning payment or settlement of your insurance claims with third parties to assist our other clients with payment, negotiation and settlement of their claims with the same or different insurers; and (d) share information about your insurance placements, which may include client names, types of policy, premium and renewal dates, with insurers to enable them to provide and improve their services to you.

- 18.3 If you wish, we shall be pleased to enter into a specific confidentiality agreement with you.
- 18.4 You and we agree to comply with the Data Protection Laws applicable in respect of any personal data processed under this TOBA. If you provide us with any information which constitutes “personal data” (including any “sensitive personal data”), we will treat such information at all times in accordance with Data Protection Laws in the manner described within our privacy notice, which can be found online at: www.miller-insurance.com/Terms-and-conditions.aspx or by [clicking here](#) and your reasonable instructions. For personal data received from you relating to you or your clients, you shall be the data controller and we shall be the data processor. You warrant that you have made all necessary registrations in accordance with Data Protection Laws. You acknowledge and agree that: (a) we are reliant on you for direction as to the extent to which we are entitled to use and process the personal data and (b) we shall not be liable for any claim brought by a data subject arising from any action or omission by us, to the extent that such action or omission resulted directly from your instructions. You agree that we and other Miller companies may hold and process such information: (i) in order to provide the Services; (ii) to facilitate the effective management, development or operation of the Miller companies; and (iii) in any country – including countries outside the European Economic Area, which may not have comparable data protection laws.
- 18.5 You agree that you will not provide any information which constitutes personal data (including any sensitive personal data) to us unless you have ensured that you have obtained all necessary consents and provided any required notices (in particular informing data subjects that their personal data will be anonymised and used for analysis purposes), or that you are otherwise permitted to provide such information to us, so that such information you provide to us can be lawfully used or disclosed in the manner and for the purposes anticipated by this TOBA. You will also ensure that any such information you do provide to us is relevant for such purposes, and is reliable for its intended use, accurate, complete and current.
- 18.6 It is our policy to only email information to our clients to their company email addresses, and not to personal email accounts. The security of a personal email account is less than that offered by company email addresses, which increases the risk of external unauthorised access and abuse of clients’ personal, sensitive and/or confidential information. If, however, you express to us that you want to communicate with us via a personal email address, or you have initiated contact with us using a personal email address, instead of a company e-mail address, we will communicate with you via your personal email address, on the basis that we have made you aware of the increased security risk and that you will not hold Miller responsible or liable for any external or unauthorised access to any personal, sensitive and/or confidential information, as a result of using your personal email address.

18.7 We shall:

- (a) implement appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (ii) the nature of the personal data to be protected,
 having regard to the state of technological development and the cost of implementing any measures; and
- (b) take reasonable steps to ensure compliance with those measures.

19. Money laundering

19.1 We are obliged by UK money laundering regulations to undertake customer due diligence measures to verify the identity of clients, and to seek further information from you if you request us to make any payments to a third party.

20. Sanctions

20.1 The sanctions profile of business(es) may differ on the basis of a number of complex factors, which may include ownership, structure, control, location, the nationality of employees and domicile of the risk. We are unable in any circumstances to give advice on the applicability or implications of sanctions regimes either to you or to insurers nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanctions regimes. As a consequence, you are reminded that applicable sanctions remain a matter for you and you should take such legal advice as you deem appropriate in this regard. You should inform us of any insurance requirements you have which touch upon or are linked to sanctioned territories.

20.2 We will comply with all sanctions regimes and legislation which affect us and you are advised that, where obliged by applicable sanctions or other related requirements, we may have to take certain actions which include, but may not be limited to, an inability to provide Services to you (such as placing a risk on your behalf, being unable to act for you in the performance of your policy, effecting monetary transactions in respect of risks that we have arranged for you or collecting a claim for you because funds have been frozen and are thus unavailable). We reserve the right to terminate our business relationship, in accordance with clause 22, in the event that the 'snap back' provisions of the Joint Comprehensive Plan of Action are, at any time, implemented.

20.3 We cannot be held responsible for the actions of third parties (including but not limited to banks and exchange institutions) who may have their own sanctions policy restrictions and constraints. This also includes insurers who may, as a result of sanctions, not be able to continue to provide cover to you or be able to process a claim under your policy, and, irrespective of any sanctions exclusion clause in your policy, may have to cancel or terminate your policy or be unable to settle your claim. We cannot be held liable for any funds held up by banks or other financial institutions.

- 20.4 The applicability of the Export Control legislation to certain transactions may differ on the basis of a number of complex factors and our obligations may be different from yours depending on the nature of the insurance, structure of the product and place of incorporation of the insured or geographical cover provided. The nature of the risks insured may also have a bearing on our position and the position of other parties within the market. We cannot provide you with legal advice, however we advise that where we are required to make licence applications or notifications to undertake any other activity as a matter of law Miller will comply with applicable law.

21. Compliance

- 21.1 We will pay due regard to, and you agree to co-operate with us to ensure compliance with, any legislative and regulatory requirements relating to the provision of the Services.
- 21.2 As a consequence, Miller undertakes client due diligence and verification in order to satisfy ourselves and demonstrate that we undertake business with entities that are of good repute and are not subject to any global sanctions regimes. As such, we will ask you to provide, to us, information about your entity and your banking arrangements, which enables us to facilitate future payments to you.
- 21.3 We will also be obliged to verify the accuracy of your bank details, either from an independent senior officer at your firm or a mandate from your bank. This will be undertaken by the due diligence team within our Compliance department.
- 21.4 We will not be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any law against bribery (including the Bribery Act 2010). We are required to maintain anti-corruption/bribery policies and procedures which seek to prevent corruption/bribery offences and so we may take, or omit to take, any action where reasonably necessary to comply with such policies and procedures.
- 21.5 Miller is compliant with the United States of America Foreign Account Tax Compliance Act 2010 (FATCA). A copy of Miller's W-8IMY form is available at www.miller-insurance.com, upon request to your Miller representative or upon request to FATCA@miller-insurance.com.
- 21.6 If we place a US risk on your behalf, as part of our FATCA requirements, as a client of Miller you will receive a copy of the relevant FATCA documentation with each applicable risk. Miller will only place risks with insurers who have declared their compliance with the FATCA regime.

22. Termination of our Services

- 22.1 Whilst our wish is to retain the business and goodwill of our clients, you may terminate the Services by giving us notice in writing. Similarly, we may also terminate the Services that we provide to you by giving you notice in writing. Where notice of termination is given, such termination will take effect from the date specified in such notice.

- 22.2 With effect from the date of termination, we shall have no further obligation to perform any of the Services and all sums payable by you shall become due and payable. We may consider continuing to service claims on insurance contracts we have placed for you at your request, but only if we are able to do so and can agree with you an appropriate remuneration.

23. Third party rights

- 23.1 This TOBA is not intended to and it does not confer a benefit or remedy on any third party, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, save for the employees' and partners' right to enforce the terms of clause 4. Further, we may rescind or vary this TOBA, in accordance with its terms, as it applies to you, whether in whole or in part without the consent of any third party.
- 23.2 You agree that should we receive a request for information pursuant to the Third Party (Rights Against Insurers) Act 2010, we will be obliged to respond to that request and provide the requested information even if that information is confidential to you; this includes where you instruct us not to provide the requested information or you fail to respond to any communication between us in respect of the request. You also accept and acknowledge that we are not obliged to confirm that you are a Relevant Person (i.e. you are subject to insolvency proceedings, as more fully defined in the Third Party (Rights Against Insurers) Act 2010) or that you are liable to the third party and that we are obliged to comply with the request regardless.

24. No Joint Venture

- 24.1 Neither this TOBA nor any actions taken by either you or us pursuant to this TOBA will create or be construed as creating a partnership association, joint venture or other cooperative entity between you and us.

25. Language

- 25.1 Unless otherwise agreed with you in writing, all evidence of cover and other documentation provided to you, and any discussion with you, will be in English. Unless we have agreed otherwise with you, please ensure that any documentation and/or instructions that you provide to us are always in English.

26. Intellectual property

- 26.1 We shall retain all title, copyright, patents and other intellectual property rights to all methodologies and documents used in our provision of the Services to you.

27. Authority to give instructions

- 27.1 Unless instructed otherwise, we shall assume that all of your employees, directors and officers who give us instructions are authorised to do so and that we may act on oral instructions.

28. No Assignment or Waiver

- 28.1 A failure at any time by either of us to enforce any right or obligation shall not be deemed to be a continuing waiver of such right or obligation. You may not assign your rights or obligations without our prior written consent. We may assign, novate or subcontract any of the Services or any other insurance broking, insurance administration and/or insurance consulting services without your prior consent.

29. Governing law and jurisdiction

- 29.1 This TOBA, any associated letter/correspondence and our business relationship with you are governed by English law and are subject to the exclusive jurisdiction of the High Court in London.

30. Severability

- 30.1 If any term of this TOBA, or any part of such term, is or becomes illegal, invalid or unenforceable in any respect, then such term shall to that extent be deemed not to form part of this TOBA and the remainder of the TOBA will remain valid and enforceable.

31. Entire agreement

- 31.1 This TOBA, including Schedules A, B and C, constitutes the entire agreement between both you and us with regard to our engagement and supersedes all proposals, prior discussions and representations, oral or written, between us relating to the Services.

32. Force majeure

- 32.1 We shall not be liable to you if we are unable to perform the Services as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us we shall notify you as soon as reasonably practicable.

Miller Insurance Services LLP

Terms of Business Agreement – Schedule A Sections applicable in special circumstances

A1. To the extent that you are a broker client:

- A1.1 Our duties are solely to you as our client, though you in turn will owe duties of care either to the ultimate policyholder or to another intermediate party. In all cases you must ensure that you have full authority to instruct us. It is your obligation to ensure that your client is aware of all the terms of any insurance policy obtained by us on your instructions. It is also your obligation to ensure that you hold and comply with all necessary licences.
- A1.2 You understand and agree that we do not assume a responsibility or a duty of care to the ultimate policyholder and that you undertake to explain this to the ultimate policyholder.
- A1.3 If your client enters into an insurance contract subject to English, Welsh, Scottish or Northern Irish law, your client will be subject to the disclosure obligations set out at Schedule B. Please read this section carefully.

A2. To the extent that you are a P&I Club member requiring market cover:

- A2.1 When our only involvement with you is to place a marine risk that is not covered by your P&I Club, you will be our client for that purpose only. Some information and instructions will be provided to us directly by your P&I Club, and so unless they authorise us in writing to send your evidence of the insurance directly to you, we shall send it to you care of your P&I Club. It will be for you to obtain its release from your P&I Club. This will fulfil our obligations, set out elsewhere in this TOBA, to provide you with evidence of cover and policy documentation.
- A2.2 Although you may have limited contact with us, possibly at very short notice, you will still owe us all the duties of care set out in full in this TOBA. You should read this TOBA carefully, particularly noting your duties of disclosure and utmost good faith, and the requirements concerning premium payment, money laundering and client money.

A3. To the extent that you select insurers:

- A3.1 If you instruct us to place all or part of a risk with a specific insurer, in addition to the conditions set out at clause 5 of this TOBA, you will be warranting that this is a lawful placement. This means that the insurer is able to underwrite the risk lawfully and that the placement complies with all applicable insurance or other regulations.
- A3.2 If it is not a lawful placement, then you agree that you expressly release us from any liability arising out of the placement and that you will indemnify us for any damage, expense or fines we may sustain or incur.

A4. To the extent that US direct procurement applies:

- A4.1 Some US states have “direct procurement” laws. These allow otherwise unauthorised insurers to provide valid cover for entities or risks domiciled in the state, and may also prescribe or limit the roles of local and out of state brokers in the placement process.
- A4.2 If any placement of a US domiciled entity or risk is presented to us as directly procured, you warrant that it is a lawful placement under such direct procurement laws. This means that the insurer is able to underwrite the risk lawfully and that the roles of local and out of state brokers in the placement process comply with all applicable insurance or other regulations.
- A4.3 If it is not a lawful placement, then you agree that you expressly release us from any liability arising out of the placement and that you will indemnify us for any damage, expense or fines we may sustain or incur.
- A4.4 We will process separately, from any other business we conduct for you, any element of a placement that falls within the scope of direct placement laws and negotiated directly with you.

Miller Insurance Services LLP

Terms of Business Agreement – Schedule B

Disclosure to the insurer – your duty (a) not to make a misrepresentation or (b) to make a fair presentation of the risk

- B1. Producing broker client acting for a consumer insured:** Where you are procuring insurance on behalf of a consumer (that is, an individual entering into an insurance contract wholly or mainly for purposes unrelated to a trade, business or profession), you must take reasonable care not to make a misrepresentation to the insurer. This means that you must answer insurers' questions honestly, but are not obliged to disclose anything that is not expressly asked by insurers. You will be deemed to have made a misrepresentation without taking reasonable care if you deliberately, recklessly or carelessly answer insurers' specific questions incorrectly. This could result in the insurance contract being rendered void (so that there would be no cover and claims would not be paid), the terms of the insurance contract being amended, or insurers reducing any claim that is paid in proportion to the increased premium that would have been charged had the true position been known. Insurers may also have the right to recover claim payments or part of claim payments already made.
- B2. Where you are, or act on behalf of, a non-consumer insured:** The duty to disclose to insurers, via us, all information which is known or ought to be known to you in the ordinary course of business and which is material to the risk will remain in force until 11 August 2016. From 12 August 2016, where you are procuring insurance as a non-consumer (that is, you are not an individual who is entering into an insurance contract wholly or mainly for purposes unrelated to your trade, business or profession) you, and any agent acting on your behalf, must make a fair presentation of the risk to insurers. That means you must:
- B2.1** disclose to insurers every material circumstance (that is, information that would influence the judgement of a prudent insurer in establishing the premium or determining whether to underwrite the risk and/or on what terms it will underwrite the risk) that you know or ought to know.

Examples of things which may be material circumstances are:

- (a) special or unusual facts relating to the risk;
- (b) any particular concerns that led you to seek insurance cover for the risk; and
- (c) anything that those concerned with the class of insurance and field of activity in question would generally understand as being something that should be dealt with in a fair presentation of risks of the type in question.

If there is any doubt as to whether information is material, it should be disclosed.

If you inadvertently do not disclose every circumstance, you must give the insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances;

B2.2 make the disclosure in B2.1 in a reasonably clear and accessible way. A fair presentation need not be contained in only one document or oral presentation, but will need to be structured, indexed and signposted, as appropriate, so that your insurers can assess whether the information you have provided is sufficient for their purposes or whether they need to make further enquiries of you, via us; and

B2.3 ensure that every material representation as to a matter of fact is substantially correct, and that every material representation as to a matter of expectation or belief is made in good faith.

B3. For the purposes of clauses B2 above, you are expected to know or ought to know the following:

B3.1 if you are an individual, what is known to you and anybody responsible for arranging your insurance;

B3.2 if you are not an individual, what is known to anybody who is part of your senior management (meaning those individuals who play significant roles in the making of decisions about how the insured's activities are to be managed or organised) or anybody who is responsible for arranging your insurance (this includes anyone who participates on behalf of the insured in the process of procuring the insured's insurance both inside and outside of the insured entity (whether the individual does so as the insured's employee or agent, as an employee of the insured's agent or in any other capacity));

B3.3 whether you are an individual or not, what should reasonably have been revealed by a reasonable search of information available to you. You cannot turn a blind eye or deliberately withhold information (this may amount to a breach of the duty of fair presentation even if the insurer had sufficient information to ask questions and did not do so). The information may be held within your organisation, or by any third party (including but not limited to subsidiaries, affiliates, your insurance broker (including us), or any other person who will be covered under the insurance). If you are insuring subsidiaries, affiliates or other parties, the insurer will expect you to have included them in your enquiries and that you will inform the insurer if you have not done so. The reasonable search can be conducted by making enquiries or by any other means. We recommend that you document what searches have been undertaken and by whom to ensure that you are able to demonstrate the parameters of your search.

B4. If you fail to comply with the duty of fair presentation, it could result in your insurance contract being rendered void (so that there would be no cover and your claims would not be paid), the terms of your insurance contract being amended, or insurers reducing any claim that is paid in proportion to the increased premium that would have been charged had the true position been known. Insurers may also have the right to recover claim payments or part of claim payments already made.

B5. You acknowledge and agree that we will not be required to provide you or the insurer with any information that we have received from anyone including you or your agent that is not directly in connection with the particular contract of insurance we are placing for you. For the avoidance of doubt this includes:

B5.1 in the case of reinsurance and where we are also the broker for the direct insurance, knowledge that we obtain in the course of placing the direct insurance;

B5.2 where we place other insurances for you; and

B5.3 where we are approached by more than one producing broker in respect of the same risk.

- B6. Applicable to both consumer and non-consumer insureds:** You agree that we shall provide the Services in reliance on the information and data provided by you. You should take care to complete claims and proposal forms or questionnaires required by insurers fully and accurately and in accordance with your duty not to misrepresent if you are a producing broker client acting on behalf of a consumer or your duty to make a fair presentation of the risk if you are a non-consumer. If you become aware that relevant information that you have supplied before the contract of insurance is finalised was incorrect or has been omitted, you should tell us immediately.
- B7.** Your duty not to make a misrepresentation or your duty to make a fair presentation, as outlined above, will arise:
- B7.1 Before the insurance contract is entered into:** If you become aware that information that you have supplied prior to confirmation of your insurance cover was incorrect or incomplete, you should tell us immediately; and
- B7.2 After the insurance contract is entered into:** The duty not to misrepresent for consumer insureds and to make a fair presentation for non-consumer insureds is re-imposed when there are changes or variations in cover, when the insurance contract is renewed or extended and when making a claim in respect of the subject matter of that claim. If you are aware of any changes in respect of your insurance, you should advise us immediately so that we can advise your insurers.

Miller Insurance Services LLP

Terms of Business Agreement – Schedule C Remuneration for services provided to insurers

As mentioned in clause 14.5, we may be paid by insurers for the services we provide to them, in addition to any fees or commissions we may receive for placing your insurance cover. These arrangements may include the following:

- C1.** We may receive additional amounts, usually at the end of an insurer's accounting period and normally on a contract-by-contract basis, in recognition of prompt payment, and/or profitability.
- C2.** We may operate a number of "facilities" (Binders, Lineslips, Programmes, MGAs, Panels and other arrangements) under which we undertake a number of tasks, some of which are purely for the benefit of our clients, others are services that an insurer would be expected to perform. Our remuneration may reflect this multi-beneficiary approach with a charge that covers the cost of those activities. That charge is separate to the fee or commission that we receive for placement of your insurance cover.
- C3.** A fee for the provision to insurers of a range of consultancy services. Such services may include, without limitation: placement and claims reporting on insurers' books of business; analytics and data services; assistance with strategic and risk appetite assessment and management; business engagement and planning; and product development. The provision of these services may assist us in developing solutions which satisfy your needs. Insurers will agree that they will bear this fee as part of their operating costs and not to increase premiums payable by our clients.
- C4.** We may develop facilities which offer underwriting capacity for specialised risks and under which we provide a range of services to participating insurers. Such a facility may include where participating insurers agree to automatically insure (wholly or partly) a portfolio of risks by delegating their authority to bind individual risks within such portfolio to the lead insurer or Miller. A separate fee is paid by such insurers for the delivery of these services to them. Insurers will agree that they will bear this fee as part of their operating costs and not to increase premiums payable by you.
- C5.** We may add subscription market brokerage where we place business into subscription markets, to reflect increased infrastructure costs and the additional administrative, regulatory, accounting and support functions we perform in order to complete subscription market placements.
- C6.** Unless agreed otherwise with you, we may earn additional remuneration by way of claims collecting commission on all amounts collected by us from insurers for the additional claims services provided. Claims collecting commission will be earned by us as a reflection of the level of work undertaken and additional support provided in the negotiation and settlement of a loss.