Mayhem Events Limited &/or Laser Mayhem Limited Pryors Farm Ongar Road Abridge Romford RM4 1AA

04 May 2022

## Dear Robert

## Re: Leisure Activities Insurance - Renewal date - 11 May 2022

Thank you for arranging your insurance with us over the past year. Your policy is due to expire and I am pleased to offer a renewal quotation for the forthcoming year. I recommend that you renew with your current Insurers, Ark Insurance Group this year as they continue to meet your requirements.

I have enclosed your insurers renewal invitation together with a proposal form or statement of fact and any Insurance Product Information documents. Please read these documents carefully to check that the cover continues to meet your needs and please contact me if there any changes that you need to make me aware of.

RENEWAL PREMIUM		
Premium:	£8,113.92	
Plus 12.00% Insurance Premium Tax:	£973.67	
Policy Fee:	£25.00	
Total Premium	£9,112.59	

#### Your requirements are being met in full.

In making the recommendation, I have carried out research from a limited number of Insurance undertakings (see Our Service section on terms of business for a fuller meaning of words). I personally recommend Ark Insurance Group as they are able to meet your requirements, the insurers have strong financial security, provide good service, claims handling and their terms and conditions are in line with alternative insurer products.

# **IMPORTANT INFORMATION**

It is extremely important that the information we hold is accurate and up to date.

- You must read any quotation including the statement of facts in order that you ensure the cover meets your needs and requirements.
- Please check the information you have provided. If any of the information is inaccurate or not complete the Insurers may change the terms and/or the premium or withdraw the quotation.
- Some insurers may allow you to cancel your policy within 14 days of receiving it or from the start date, whichever is the later, if it does not meet your requirements, provided no claims have been made. Further details relating to the cancellation of your policy can be found in the policy wording, a full copy policy wording can be supplied if you do not already have one.
- If you have any questions regarding this insurance or need to change any of the information, please contact us immediately.

If any details change, advise us immediately as this may affect your policy cover.

## YOUR DUTY OF FAIR PRESENTATION

Even if you are a one-man business or own a single buy to let property *this applies to you*. The **Insurance Act 2015** is a legal framework affecting all business insurance. Its main aim is to modernise insurance law and to make recovery from insurers simpler and fairer in the event of a claim. This however is dependent upon you making a *'fair presentation of the risks of your business'*. The new act now specifies what <u>you</u> must do for a 'fair presentation'.

## 'Reasonable Search'

This obligation varies based upon your own circumstances. You must make adequate enquires within the business of all senior management and all those involved in buying the insurance including your broker to identity and verify information relevant to the risks concerned. This must also include any relevant third parties involved with the business including external consultants or contractors and anyone else insured by the policy.

## 'Clear & Accessible'

Presentation of the risk information. This addresses the clarity of the presentation and how able insurers are to assess the risk. 'Data dumping' of large amounts of information is unacceptable. There is also an additional requirement to adequately highlight unusual activities and / or known areas of concern that could affect the risk.

We have **heavily** summarised the new requirements here because there is a lot of detail and there are practical challenges to achieve compliance. If you are unsure as to what may constitute a fair presentation or material fact, you MUST contact us

## Unless you advise us otherwise your Insurance Policy is issued on the understanding that:

Neither you nor any partner, director or any other person responsible for managing the business, which is the subject of the Insurance Contract or any other business in which you or they have been trading has

- Ever had a proposal for insurance declined renewal refused, cover terminated or special conditions imposed
- Sustained any loss or had a claim made against them whether insured or otherwise in respect of any insurances required during the last 5 years
- Ever been convicted of or has any prosecution pending for an offence (excluding motoring convictions and any spent convictions under the Rehabilitation of Offenders Act 1974)
- Ever been the subject of a County Court Judgement and/or ever been cited in any unsatisfied court judgements (or the Scottish equivalent) within the last 10 years
- Ever been declared bankrupt or insolvent subject of an involuntary arrangement with creditors voluntary liquidation a winding up or administration order within the last 10 years
- Never knowingly failed to comply with any Health & Safety and Welfare legislation.
- Not been refused, declined, cancelled or had any special terms imposed to any of your insurance policies

These obligations apply before the policy is placed, when adjustments are made and when the policy is renewed. Changes to your details or circumstances should be notified to us throughout the course of the policy period. Failure to meet the above obligations may result in your cover being cancelled or voided, your claim being rejected or not fully met, or your insurer may revise the premium and/or the extent of cover and terms.

We strive to always provide exceptional insurance cover and service, but you may choose to shop around and compare prices. Whether you choose to or not, please take a moment to check your policy schedule and ensure your cover still meets your needs.

If there are any changes to the cover being provided by your Insurer, these will be detailed in a notice to policyholders document within the Insurers documents.

# **Epidemic/Pandemic Disease Exclusion**

An Epidemic/Pandemic Disease Exclusion applies from renewal. Please refer to the policy wording or schedule for full details of the exclusion.

## **TERMS OF BUSINESS**

Our latest terms of business agreement is enclosed for your information. Please note that Primo plc is authorised and regulated by the Financial Conduct Authority and in arranging your cover we act as your agent. Our terms of business detail your cancellation rights as well as our complaints and compensation arrangements.

# WHAT TO DO NEXT

- Check all the attached documents and notify us of any changes or alterations to your risk.
- Select any optional covers required.
- Complete and return the attached remittance advice or contact us **prior to 11 May 2022** with your renewal instructions

We look forward to hearing from you prior to renewal.

Yours Sincerely,

Katheryn Thynne | 01702 225442 | k.thynne@primoplc.com



# **RENEWAL INVOICE: MAYHEMEVE**

# **INSURED:**

Mayhem Events Limited &/or Laser Mayhem Limited Pryors Farm Ongar Road Abridge Romford RM4 1AA BANK DETAILS: Primo Plc Bank of Scotland London Branch Sortcode: 12-11-03 Account number: 06063690 IBAN: GB20BOFS12110306005677 BIC: BOFSGB21238

CLASS:	Leisure Activities
INSURER:	Ark Insurance Group
POLICY NUMBER:	Ark-FULLC18-891393
PERIOD:	12 Months commencing - 11 May 2022

PREMIUM: £9,112.59 Including Insurance Premium Tax

# PAYMENT REQUIRED BY RENEWAL

DATE:

04 May 2022

## **DEMANDS AND NEEDS STATEMENT**

<u>Your requirements</u> - These are as detailed in the attached proposal form or statement of facts and this insurance policy has been chosen based on our understanding of your requirements. Where a proposal form or statement of facts is not available, your requirements are as detailed in our recommendation below. Please check the attached information and let me know if any information is incorrect or if there are any changes to your cover requirements.

# **Our recommendation**

Based on your requirements I personally recommend cover with Ark Insurance Group as they are able to insure your Leisure Activities as defined and provide wide cover for equipment and liability, equally they provide good policy cover and sound financial security:

# **Risk/Correspondence Location**

Pryors Farm Ongar Road
Abridge
Romford
RM4 1AA

### Description of work undertaken:

Laser Tag	Yes
Paintball	Yes
Archery Tag	Yes
It's a Knockout	Yes
Airsoft	Yes
Is Employers Liability included	Yes
If <b>Included</b> , the Limit of indemnity is	£10,000,000
<b>EMPLOYEES</b> - Estimated Wage Roll Clerical & Managerial Staff All other Employees – Manual Employer Reference Number Number of Volunteers	£200,000
Public/Products Liability	£5,000,000
TURNOVER:	£650,000
Insurance Required for Equipment Total Amount Insured	Yes

### Security & Building Information

Build of Brick, Stone or Concrete and roofed with Slate, Tiles, Concrete or Metal	Yes/No
Is more than 20% of the Roof Flat	Yes/No
Are all final exit doors fitted with a minimum of one 5 lever Mortice Deadlock	Yes/No
Does the property have an Alarm	Yes/No
If yes, please state type of Alarm i.e. Redcare, Central Station, Bells only	Yes/No
If yes, is the Alarm system annual maintained under contract	Yes/No
Are all windows fitted with key operated window locks	Yes/No

# MINIMUM SECURITY CONDITION

For all items in excess of £5000 it is a condition precedent to liability that:-

a) all final exit doors to the storage premises must have 5 lever Mortice deadlocks to BS 36211. All other doors within the storage premises are to be locked internally with key operated locking bars, close shackle padlocks or 6 inch barrel bolts top and bottom;
b) if the storage premises include a garage with an up and over door this door must be secured with a hasp and staple firmly embedded to an anchoring point on the floor or to the brickwork and/or the up and over door frame;

c) the storage premises must be constructed of brick, stone, slate or concrete and roofed with slate or tile or the buildings are modern industrial units constructed of steel framed metal clad walls and roof unless agreed by Insurers;

d) all external windows of the storage premises must be secured with key operated locks or fixed shut;

e) any trailer left parked whilst in transit to or from the premises of a customer hiring the equipment must be securely hitched to the towing vehicle. The vehicle must be immobilized and alarmed and the trailer must be fitted with hitch locks and/or wheel clamps to prevent movement;

f) all equipment in unattended vehicles or trailers or the like between the hours of midnight and 7am must be kept within a locked and secure building and compound or in situ at a venue to which the Insured has been contracted to work and where any secure building or compound is either unavailable or impractical to use;

g) All vehicles and/or trailers to hold more than £5,000 Insured equipment must be fitted with an appropriate alarm and key operated immobiliser. All security features on the vehicles to be properly maintained and effected whilst unattended by the Insured or responsible person. Trailers also to be fitted with adequate physical security to restrict movement whilst unattended by the Insured or person made responsible for it.

# For all items insured below £5000 it is a condition precedent to liability that:-

a) items be stored within a locked building fitted with a minimum of a closed shackle padlock;

b) if the storage premises include a garage with an up and over door this door must be secured with a hasp and staple firmly embedded to an anchoring point on the floor or to the brickwork and/or the up and over door frame;

c) all external windows of the storage premises must be secured with key operated locks or fixed shut;

d) any trailer left parked whilst in transit to or from the premises of a customer hiring the equipment must be securely hitched to the towing vehicle. The vehicle must be immobilized and alarmed and the trailer must be fitted with hitch locks and/or wheel clamps to prevent movement;

e) all equipment in unattended vehicles or trailers or the like between the hours of midnight and 7am must be kept within a locked and secure building and compound or in situ at a venue to which the Insured has been contracted to work and where any secure building or compound is either unavailable or impractical to use.

When recommending an insurance product our aim is to ensure that your requirements are met in full. Where we are unable to do so, any such requirements not met are detailed below:

# Your requirements are being met in full.

# SIGNIFICANT WARRANTIES, EXCLUSIONS & ENDORSEMENTS

These are shown below

6 - Leisure 6. GENERAL CLAUSE
Leisure 6a GENERAL WARRANTY
10 - Leisure10. LEISURE PURSUITS CONDITION
19 - Leisure19. PERSONAL PROTECTIVE EQUIPMENT (PPE) CONDITION
1001 - LEISURE 1001 COMMUNICABLE DISEASE EXCLUSION CLAUSE
1002 - LEISURE 1002 STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION CLAUSE

# REMITTANCE ADVICE

Which Add-ons would you like to include?	Please tick

Which payment method would you prefer?					
Cheque					
Cheques should be made payable to Primo plc for the full amount					
Monthly Direct Debit/Premium Finance					
If you would be interested in spreading the payment of your annual premium we can provide an instalment facility. If you					
decide to renew your policy and want to pay by instalments we will need to give you certain information. We will make					
sure we give you this information before any credit agreement is finalised. Where someone wishes to spread their					
payments rather than pay in a lump sum, the instalment facility will meet this requirement but we are not making a					
personal recommendation about the suitability of the facility for your specific needs. Please be advised that payments by					
this method will be subject to a credit charge – Please ask for details if payment by this method is required					
Credit/Debit Card					
Type of card (delete as appropriate) – Visa / Mastercard / Visa Debit / Maestro / Switch / Electron Cardholders Name					
Card Number					
Expiry date					
Issue number OR Start date					
Card security code (3 digits on reverse of card)					
Primo Instalments					
Subject to acceptance, we may be able to offer payment of your premium over the first 3 months of your policy.					
Please contact us for details					
Bank Transfer					
Please use the following bank details:					
Sort Code: 12-11-03					
Account number: 06063690					
Account name: Primo plc					
Reference: MAYHEMEVE					

I understand that in the event of any payment default and such default not being corrected within the time permitted by the Consumer Credit Act 1974, the whole of the outstanding balance will become due and payable. If this sum is not paid within seven days the insurance cover under the relevant policies will be cancelled.

Da	te	
	Da	Date

My daytime telephone number is: My email address is:

Mayhem Events Limited &/or Laser Mayhem Limited / MAYHEMEVE/ COMM

# Terms of Business

## Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We would draw your particular attention to:

• These Terms and Conditions are governed by English law and you agree to submit to the exclusive jurisdiction of the courts of England and Wales.

• The section headed 'Use of personal data', and specifically the paragraph explaining how 'sensitive personal data' will be used and the subsection providing information in relation to credit checks: and

• The section headed 'Handling Money', which explains our terms for handling your premiums in a Non-Statutory Trust account. For your own benefit and protection you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you please contact us by post or telephone or email. Contact details are on our letters, emails and website.

## **The Financial Conduct Authority**

Primo plc is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 301608 Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. You may check this on the Financial Services Register by visiting the FCA website, www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

## **Our Service**

Our role is to advise you and make a suitable recommendation after we have assessed your needs. In situations where we are able to arrange insurance for you but do not offer advice, we shall confirm the position to you in writing. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer.

· Personal insurances: We select motor and household insurance products from a range of insurance undertakings and travel insurance from a limited number of insurance undertakings. You may ask us for a list of the insurance undertakings that we deal with for travel insurance products.

· Commercial insurances: We select commercial insurance products from a range of insurance undertakings but, for certain types of insurance, we may only deal with a single insurance undertaking or select from a limited number of insurance undertakings. Where we deal with a limited number of insurance undertakings you may request a list of these from us.

Commercial customers should note that if we propose to use another intermediary to help to place your business we will confirm this to you in good time before any arrangements are finalised.

## **Complaints and compensation**

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, please write to the Managing Director, Primo plc, Cumberland House, Baxter Avenue, Southend on Sea, Essex SS2 6HZ. When dealing with your complaint we will follow our complaint handling procedures, a summary of these procedures is available on request. Additionally, for customers insured by a syndicate through Lloyd's of London, and in the unlikely event that you remain dissatisfied, we are obliged to inform you that you are entitled to refer the matter to the Complaints team at Lloyd's. Full details of Lloyd's complaint procedures is available at www.lloyds.com/complaints and the Complaints team's contact details are as follows:

Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN Tel: 0207 327 5693 Fax: 0207 327 5225 Email: complaints@lloyds.com. Your policy documents will make it clear if your insurance is through Lloyd's, but if you are in doubt please ask us. Ultimately, if you are still not satisfied. Llovd's and non-Llovd's customers may be entitled to refer the matter to the Financial Ombudsman Service (except in the case of a business employing 10 persons or more and with a turnover or annual balance sheet total exceeding €2 million, a charity with an annual income of £1m or more or trustees of a trust with a net asset value of £1m or more). The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for
- compulsory classes of insurance (such as Third Party Motor or Employers Liability); and

· 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 or www.fscs.org.uk

## Payment for our services

We normally receive commission from the insurers or product providers but make charges for handling your insurances. On request, we will be pleased to provide you with information about any commission received by us in the handling of your insurances. Adjustments to policies arranged after the inception or renewal date will be subject to a £10 administration charge. Motor insurance certificates of insurance are legal documents and a charge of £15 is made when one is lost and a duplicate requested. Cancellation refunds are made net of a 20% administration charge subject to a minimum charge of £10. Where any payment made by cheque is subsequently dishonoured an administration charge of £20 will be payable on each and every occasion. You will receive a quotation which will tell you the total price to be paid, showing any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. Full payment of premium and fees is due before cover commences, or as otherwise stated under terms of credit, or in the debit note, invoice or statement issued to you. We also draw your attention to the sections headed 'Cancellation of Insurances' and 'Ending your relationship with us'. Handling Money

Our financial arrangements with most insurance companies are on a 'risk transfer' basis, which means that we hold premiums and refunds due to clients on behalf of the insurance undertaking concerned and under a risk transfer agreement. Such monies are deemed to be held by the insurer(s) with whom your insurance is arranged. When risk transfer applies we will tell you. In all other cases your premiums will be held by us in a non-statutory client trust account pending payment to the insurer(s) concerned. For the purposes of some transactions, your premiums may pass through other authorised intermediaries before being paid to the insurer. The establishment of the non-statutory trust follows the rules that the FCA introduced to protect money held by authorised intermediaries. You should be aware that, under the non-statutory trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available at www.primoplc.com/assets/pdfs/nonstatutorytrust.pdf or on request or may be inspected at our premises during normal office hours. If you object to your money being held in a non-statutory client trust account you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a non-statutory client trust account. We will retain interest earned on monies held in a Non-Statutory Trust account.

## Cancellation of Insurances

You should make any request for the cancellation of a policy in writing or by email or telephone to us or to the insurer concerned. For consumers cancelling the policy within 14 days of issue we will refund your premium provided you have not submitted a claim. In the event of cancellation after the 14 day cooling off period, refunds are made net of a 20% of policy premium administration charge subject to a minimum charge of £10. The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation

## Ending your relationship with us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business.

You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

## Your responsibilities

You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information that insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy. If you fail to disclose information, or misrepresent any fact that may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid If you are a commercial customer you have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstances are:

· Special or unusual circumstances relating to the risk;

• Any particular concerns which led you to seek insurance cover for the risk; and

• Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size & complexity of your business, and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements. Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis. You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention should be paid to any warranties and conditions as failure to comply with them could invalidate your policy. You must inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter, please contact us for guidance.

#### Use of personal data

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances it will be necessary for us to pass such information to insurers and other product or service providers that may also provide us with business and compliance support. We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you in order to promote products or services that may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent. To make sure you get the best offers from Insurers, now or at any renewal and to protect you from fraud and to verify your identity, Insurers may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Their search will appear on your credit report whether or not your applications proceed. If you agree to the above stated use of your information you do not need to do anything. At your next renewal a credit check will be done as part of the quotation process. If you do not agree to the above stated use of your information you forfences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information you signify your consent to its being processed by us in arranging and administering your insurances. Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to the Managing Director at the address above.

## Credit checks

We and other firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search may appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

#### **Conflict of interests**

Occasions can arise where we or one of our other clients or product providers may have a potential conflict of interest with business being transacted for you. If this happens and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions, and detail the steps we will take to ensure fair treatment.

#### **Claims handling arrangements**

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of an accident, loss or circumstances that might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.