



AfPP Ltd  
Daisy Ayris House  
42 Freemans Way  
Harrogate  
HG3 1DH

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### 1. The Financial Conduct Authority (FCA)

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The FCA is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you.

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### 2. Whose products do we offer?

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- We offer products from a range of insurers.
- We only offer products from a limited number of insurers.
- We only offer products for Medical Professional Liability Insurance from The Medical Professional Liability Company Limited ("The MPLC"), via Marsh Commercial. The MPLC is an underwriting intermediary licensed in Gibraltar by the Financial Services Commission, under licence number FSC00659B. The MPLC's insurances underwritten by certain underwriters at Lloyd's; & for Group Legal Solutions from ARAG Plc (who administers the insurance on behalf of the Insurer, Brit Insurance Limited). AfPP's role is the facilitation of the policy, and we are not giving advice regarding the insurance product.

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### 3. Which service will we provide you with?

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- We will advise and make a recommendation for you after we have assessed your needs.
- You will not receive advice or any recommendation from the AfPP for Medical Professional Liability Insurance. However, through completing your application via the insurance portal you will only be shown the products that are available / appropriate for you.

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### 4. What will you have to pay us for our services?

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- We will make an individual non-refundable charge of £21.55 to cover the administration of your insurance on all policies whether taken out for a 12-month period or midterm.
- No fee for the Group Legal Solutions.

The Association for Perioperative Practice (AfPP) is a registered charity number 118444 and a company limited by guarantee, registered in England number 6035633. The AfPP Limited is its wholly owned subsidiary company, registered in England number 3102102.

The Association for Perioperative Practice & AfPP Ltd is a client of Marsh Commercial.

Marsh Commercial is a trading name of Marsh Ltd which is authorised and regulated by the Financial Conduct Authority (FCA).  
Registered in England and Wales with number 1507274. Registered Office: 1 Tower Place West, London EC3R 5BU.

You will receive a quotation which will tell you about any other fees relating to the insurance policy. You are entitled at any time to request further information regarding this.

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## **5. Who regulates the policy?**

This policy is brokered by Marsh Ltd who are authorised and regulated by the Financial Conduct Authority (FCA) for General Insurance under Registration Number 1507274.

You can check this on the Financial Services Register by contacting the FCA on 0800 111 6768 or by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk)

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## **6. Ownership**

AfPP Ltd is registered in England number 3102102 and is a wholly owned subsidiary company of The Association for Perioperative Practice. The Association for Perioperative Practice a registered charity number 1118444 and a company limited by guarantee, registered in England number 6035633.

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## **7. What to do if you have a complaint**

If you wish to register a complaint, please contact Marsh Commercial, Central House, Beckwith Knowle, Otley Road, Harrogate, HG3 1UF. Telephone 01423 522 431

If you cannot settle your complaint with them, you may be entitled to refer it to the Financial Ombudsman Service.

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## **8. Financial Services Compensation Scheme (FSCS)**

The policy is covered by the Financial Services Compensation Scheme (FSCS). For full details please review the Marsh Commercial Legal Pack which is available on our website.

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## **9. Important information regarding your data**

You have the right to ask us for a copy of any personal data that we hold about you in our records, and to correct any inaccuracies or out-of-date information. This should be maintained so your details are accurate. If you have any questions about our use of the personal data, please contact us at [insurance@afpp.org.uk](mailto:insurance@afpp.org.uk).

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## **10. Your obligations**

Your attention is drawn to the below Duty of Disclosure and Fair Presentation section which sets out your obligations:

- Where requested you shall provide us with all relevant information to your business to enable us to provide Marsh Commercial with the information to arrange and service your insurances. Such information must be provided within the timeframe we agree with you.
- You must settle the premium(s) due in accordance with the amounts and payment dates specified in our correspondence with you. Failure to meet the payments dates may lead to the insurers cancelling your policy thus leaving you without insurance cover.

For full details please review the Marsh Commercial Legal Pack which is available on our website.

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## **11. Awareness of policy terms and conditions**

For full details please review the Marsh Commercial Legal Pack which is available on our website.

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## **12. Claims**

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All incidents that could possibly give risk to a claim must be notified to Marsh Commercial in accordance with the terms of your policy and a claim form completed where required. If you are unsure whether a matter constitutes a claim or not, please contact Marsh Commercial on 01423 552 431. A delay in notifying a claim and/or completing required forms will risk you not being paid in part or in full. You should not, however, admit liability or agree a course of action other than emergency measures carried out to minimise the loss, until you have agreement from your insurer.

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## **13. Client money**

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AfPP do not hold client money. As the Policyholder, AfPP are responsible for paying the premium in advance of collecting your proportion of the premium.

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## **14. Renewals**

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Where relevant, renewals will be invited on the basis that there have been no changes in the risk or item being insured, other than those specifically notified to us or your insurers (see section: Duty of Disclosure and Fair Representation). It is very important that you check this carefully and confirm it remains accurate and complete. You should contact us immediately if the information is incorrect or if your circumstances have changed so we can update your details. Failure to notify us or your insurer of any incorrect information or change in circumstances may lead to your policy being cancelled or your claim rejected or not fully paid.

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## **15. Duty of Disclosure and Fair Representation**

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Please read this guidance carefully, as any failure to comply with the duty of fair representation and disclose material information to your insurer may adversely affect the validity of your insurance policy. If you have any questions, please do not hesitate to contact [insurance@afpp.org.uk](mailto:insurance@afpp.org.uk)

This guidance does not purport to constitute legal advice, but it does reflect the law. Your insurance policy may contain clauses which vary the strict legal position. If appropriate you should, in addition to speaking with your usual contact, consider taking your own independent legal advice.

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## **16. Business Insurance Contracts - Full details are noted in the Marsh Commercial Legal Pack**

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### Your obligations

If you are a business and your insurance policy is governed by English law (all references to English law include the laws of Wales, Scotland, and Northern Ireland), you must always, act with utmost good faith towards your insurer.

Before your policy is placed, at renewal, and when varying or extending a policy you have a duty to make a 'fair presentation' of the risk, and you must disclose to your insurer all information, facts, and circumstances which are, or ought to be, known to you and which are material to the risk. In addition, if your policy contains a particular clause stating that any change in circumstances must be advised to your insurer, you will also have to disclose certain information during the policy period.

When providing information or completing a proposal form or otherwise confirming any information to your insurer you should take care to ensure that the details provided are complete and accurate. Even where a proposal form is not used, you should note that your duty to make a fair presentation is not confined to answering the specific questions listed in the form and/or asked by us or your insurer and that all material circumstances should be disclosed to your insurer, regardless of whether your insurer has asked for the information.

The Insurance Act 2015 gives some guidance as to what a “fair presentation” of the risk means. You must disclose every material circumstance which is known by:

- your senior management (the Act defines “senior management” as “those individuals who play significant roles in the making of decisions about how the insured’s activities are to be managed or organised”); and

You “ought to know” what should reasonably have been revealed by a “reasonable search” of information available to you. This means you must conduct a reasonable search for, and disclose, material information that is available to you. It is important to note that this includes not only information held within your organisation but also outside it, including information held by your agents, and also held by persons and entities who are to be covered by the insurance.

You must not make any misrepresentations to your insurer. You must provide the information to your insurer in a manner which would be “reasonably clear and accessible” to a prudent insurer.

Remember, you are responsible for the accuracy and completeness of all the information you provide to us and your insurer.

#### What is “material”?

Under English law, every circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium and / or the terms of the insurance and / or whether to accept the risk. This refers to “any” prudent insurer, not just the insurer who has been offered the risk. A circumstance may be material even if disclosure would not necessarily lead to an increased premium or declinature of the risk.

#### When to disclose

Your duty to make a fair presentation applies throughout the negotiations preceding the placing of your policy until your insurer has agreed to accept the risk and has set the terms, price, and level of participation, and the contract has been finalised.

After the policy has been placed, your duty to make a fair presentation arises again:

- if you wish to make changes to the policy so that the insurer takes additional risk; or
- a policy condition may also require you to advise your insurer of a specific increase or alteration in risk which puts a duty on you to disclose certain information.

The duty to make a fair presentation and disclose material circumstances arises again during the renewal process.

#### Failure to disclose

The consequences of failing to comply with the duty of fair presentation and failing to disclose a material fact or circumstance will depend on the precise terms of your insurance policy and whether or not your

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failure was deliberate or reckless but could lead to your insurer reducing its claim payment, applying additional terms or even voiding the policy.

The Insurance Act 2015 sets out the remedies that your insurer will have if you fail to comply with the duty of fair presentation. Your insurer's remedies will depend on whether or not your failure was deliberate or reckless:

- If you deliberately or recklessly fail to comply with your duties, your insurer will be able to void the policy, that is, to treat it as if it had never existed, and may retain the premium.
- If your failure to comply with your duties was not deliberate or reckless, your insurer's remedy will depend on what the insurer can show it would have done had you made a "fair presentation of the risk":
  - If your insurer would not have entered into the contract on any terms, it can still avoid the contract but must return the premium;
  - If your insurer would have entered into the contract but on different terms (not relating to premium), the contract may be treated as if it included those terms from the outset;
  - If your insurer would have entered into the contract but would have charged a higher premium, the amount paid on a claim may be reduced proportionately.

Similar proportionate remedies are available to your insurer in the event of a breach of the duty of fair presentation in relation to a variation of your policy and will depend on whether the breach was deliberate or reckless and what the insurer would have done had the duty not been breached. This may result in the insurer treating the policy as if the variation was never made, reducing your claim payment, or even avoiding the entire policy.