

# **IMPORTANT INFORMATION**

# Introduction

This document gives you information about us, our products and services and your membership of the Mutual. It also explains

- what you need to tell us about when you take out, renew or change your cover, or if your circumstances change
- how to cancel your cover
- how to make a complaint.

We also give you a Cover Summary which outlines the cover we offer and tells you how to make a claim.

Please read our Cover Wording and your Certificate of Entry and Schedule to understand exactly what you are and are not covered for and the conditions and exclusions that apply to your cover.

## Who are we?

Activities Industry Mutual Limited is a company limited by guarantee incorporated in England and Wales with its registered office at 90 Fenchurch Street, London, EC3M 4ST, company number 5372198.

Activities Industry Mutual Limited (FRN: 451585) is an appointed representative of Building Lifeplans Limited which is authorised and regulated by the Financial Conduct Authority, FRN: 311894. Activities Industry Mutual Limited is managed by Building Lifeplans Limited which is part of the Thomas Miller Group. Building Lifeplans Limited is a company registered in England, No. 3871048.

You can check this on the Financial Services Register at <u>www.fca.org.uk/register</u> or by contacting the FCA on 0800 111 6768 or 0300 500 8082.

We have appointed Thomas Miller to handle our day-to-day management, administration and claims handling. Thomas Miller reports directly to our Board of Directors.

## What is a mutual?

A mutual is owned by its members – its customers - and exists to serve and protect its members. It is not like a conventional company that is expected to make a profit for its shareholders. Our Members own 100% of the Mutual.

Our Members can attend our Annual General Meeting and vote on important issues including who is elected to the Board. The Board makes key decisions such as what to do with any surplus after payment of claims, insurance premiums and administration costs.

# What is a discretionary mutual?

We are a discretionary mutual. This means that under our Rules, our Board has sole discretion when considering a claim and, if the claim is agreed, how much to pay. Our Rules also allow the Board to agree claims that fall outside, or even excluded from, the terms of a Member's Cover.

Please note that the discretionary cover we offer to Members is not a contract of insurance.

## Who provides your cover?

Your cover is in three parts. We provide the first part of your cover, up to a limit for each claim, in line with our Rules and Articles of Association. We arrange insurance above our part with QBE UK Limited, up to the full limits of cover shown on your cover documents. The third part is the employers' liability insurance provided by QBE UK Limited so that Members' meet their statutory obligations to their employees.

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QBE UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, FRN: 202842.

If you need insurance for risks that are not covered by the Mutual, we have a panel of preferred brokers who can arrange these policies for you.

We do not provide any advice or recommendation about the suitability of our cover for your needs, the insurance provided by QBE UK Limited or any other insurers. You must make your own decision. You should read the terms of these products carefully and take external advice if necessary.

## What does AIM cover include?

We offer cover for the main risks associated with organisations involved with adventure activities, outdoor education, training and similar organisations including public and employers' liability and cover for buildings, contents, equipment and business interruption.

## Duration

Our cover normally lasts for 12 months from the date shown on your Certificate of Entry. You need to review your cover from time to time to make sure it is right for your needs and circumstances.

#### Renewing your cover

Before each renewal date, we will tell you the contribution, terms and conditions that will apply for the following year. If you wish to change your cover or you don't want to renew it, please tell us before the renewal date.

## What do you have to pay?

Each Member pays a contribution to us and we use the money to pay claims and the premiums for the supporting insurance and run the business. We do not charge any commission or other fees for arranging the supporting insurance. The Mutual and its preferred broker may charge a commission for placing non-mutual insurance for you. You can ask us for details of these commissions.

## Insurance Premium Tax (IPT)

You have to pay IPT on the premiums for insurance provided by QBE(UK) Limited and any other insurance we arrange for you.

## Protecting your money

Before sending your premium to an insurer, and to protect you, we hold your money as an agent of the insurer and your policy is treated as paid for as soon as the payment has cleared to our account.

## Information

You must give us

- all the information and facts that you know or as an organisation should know may affect the risks included in this cover and our decision to give you this cover
- full and accurate answers to questions we ask you when you apply for cover, make changes to your cover or renew your cover.

If you do not give us

- all the information and facts that may affect our decisions about this cover
- full and accurate answers to questions

and if we had the information we would not have offered cover or offered it on different terms or with a different contribution, we may do the following

- if your misrepresentation is not deliberate or reckless we may
- if we would not have given you cover at all, treat your cover as though it never existed, refuse all claims and return your contribution
- if we would have given you cover on different terms, change your cover
- if we would have charged you a higher contribution, make a proportionate reduction on a claim payment
- change your excess

if you deliberately or recklessly

- misrepresent facts or information
- do not describe something correctly

we may

- treat your cover as though it never existed and keep your contribution
- recover from you the amount of any claims paid under this cover
- refuse claims or reduce the amount of a claim payment
- change your cover
- change your contribution
- change your excess

## Changes you must tell about

It is very important that you tell us about any changes to your circumstances, any new property you have bought, major changes to your existing property or business activities and if anything has happened that means you would give different answers to the questions we asked before.

If you do not tell us about any changes or your answers to our questions are not accurate, we may not be able to help you with all or part of your claim and your cover may not be valid.

## Cooling off period

If you decide that this cover is not what you need, you can cancel it in the first 21 days of any cover period, or within 21 days of being able to access your cover documents if that is later, by writing to us or emailing us. If you have not made a claim and nothing has happened that could result in a claim, we will refund the contribution you paid for that cover period.

## Cancellation

You can cancel this cover at any time after the cooling off period by giving us 30 days' notice in writing and if you have not made a claim and nothing has happened that could result in a claim we will refund the contribution you paid for the cover period after the cancellation date.

We can cancel your cover by sending you 30 days' notice to your address on your Certificate of Entry. We will only do this if we have a good reason, for example

- if you do not pay your contribution
- a change to your circumstances or property means we cannot continue to give you cover
- if you do not cooperate with us or do not give us information we reasonably ask for.

## **Personal Information**

We collect and use personal information when we give you a quote and while you are a Member of the Mutual. We keep personal information for as long as we need to use it for the purposes it was given to us. You can find out more about how and why we collect personal information and your rights under the data protection laws at <a href="https://www.activitiesindustrymutual.co.uk/privacy-notice/">https://www.activitiesindustrymutual.co.uk/privacy-notice/</a>

# What to do if you have a complaint

#### **Our cover**

We hope you will be pleased with your cover from us and our service. If you are not happy about our decision on a claim or if we fail to reach the standards of service you expect, please let us know. You can

- call us on 01892 893 225 or
- email us on <u>manager@activitiesindustrymutual.com</u> or
- write to us at Activities Industry Mutual Limited
  90 Fenchurch Street
  London
  EC3M 4ST

We will try to resolve your complaint within 3 working days, however if we are unable to do so, we will write to you to acknowledge receipt, tell you who is dealing with the complaint and what steps are being taken. You will be kept fully informed of the progress of your complaint until it is concluded.

We provide cover on a discretionary basis up to the limit of the Mutual's retention. Provision of discretionary cover is not regulated by the Financial Conduct Authority and therefore the Financial Ombudsman Service cannot deal with complaints about our cover.

#### **Arranging insurance**

In addition to providing you with discretionary protection, we may arrange insurance for you. If you wish to complain about our service in arranging insurance for you and if you are not satisfied with our final response, or if 8 weeks have passed since you first complained and you have not received our final response letter, you may be able to refer the matter to the Financial Ombudsman Service.

Further information on our complaints process can be found in our Complaints Guide, available on our website Paper copies are available upon request.

#### **Complaints about an insurer**

Any complaints about the insurance or the services provided by an insurer should be made to the insurer under their complaints procedure.

## FinancialServicesCompensation Scheme

QBE UK Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. Further information about the compensation scheme is available from the FSCS.

Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY

0800 678 1100 https://www.fscs.org.uk/contact-us/