

## OUR TERMS OF BUSINESS

(Theatre Producers, Group Personal Accident and Travel, Marine, First Night, First Step, Medical Expenses following Personal Accident, Excess of Loss Public/Products Liability & Cancellation Insurance – January 2024)

### Terms of Business Agreement

The following Terms of Business Agreement sets out the basis on which Israel Gordon & Co Ltd. will provide business services to you as a commercial client of the firm.

### Who we are

Gordon & Co is a trading name of Israel Gordon & Co Ltd.  
First Night is a trading name of Israel Gordon & Co Ltd.

"Gordon & Co" including First Step and First Night (also referred to in this Notice as "we", "us", or "our") means Israel Gordon & Co Ltd.

Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree. We are happy to answer any questions and willing to explain these terms and the reasons for them.

**YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.**

### Contact us

Website: [www.gordonandco.co.uk](http://www.gordonandco.co.uk)  
[www.firstnightinsurance.co.uk](http://www.firstnightinsurance.co.uk)  
[www.firststepinsurance.co.uk](http://www.firststepinsurance.co.uk)

Email: [enquiries@gordonandco.co.uk](mailto:enquiries@gordonandco.co.uk)

Address: 2 Sekforde Court,  
217 St John Street,  
London,  
EC1V 4LY.

Telephone: 020 7251 2255 / 020 7251 1001(dedicated First Night telephone number)

Fax: 020 7251 1477

### About Us

We are authorised and regulated by the Financial Conduct Authority (FCA) as an insurance intermediary. Our Firm Reference Number is 310115. We are permitted to arrange, advise on, deal as an agent of insurers and clients and assist in claims handling with respect to non-investment insurance policies. We are also authorised by the FCA for credit broking. We act for a number of lenders. You can check these details online using the Financial Services Register at <https://register.fca.org.uk/> or by contacting the FCA Consumer Helpline on 0800 111 6768.

### Explaining our Scope of Service

Israel, Gordon & Co. Ltd. is an independent Insurance Intermediary and, unless otherwise advised, we act as your agent when arranging cover as instructed, assisting with on-going changes, and assisting with claims on insurance policies we have arranged. We act on behalf of insurers in collecting your premiums and passing it on to insurers and also issue policies on behalf of certain Insurers. We offer a wide range of Commercial, and Personal insurance products and have access to leading Insurers in the marketplace. For some types of insurance we deal exclusively with a specialist Insurer and will give you full details of any such arrangement before you make any commitment on any such product we offer.

To ensure our clients benefit from a strong insurer relationship we offer the following classes of insurance with just one leading insurer and this is detailed below.

Zurich Insurance Company Limited

- Theatre Producers
- Group Personal Accident
- Travel
- Marine
- First Night Insurance package
- First Step package

HCC Tokio Marine

- Medical Expenses following Personal Accident
- Cancellation Insurance

Allianz Global Corporate and Speciality

- Theatre Business and Associated Activities
- Excess of Loss Public and Product Liability

When we arrange your insurance we will inform you of the nature of the service we provide. This will usually be either:

- a recommendation to buy the policy, on the basis that the product suitably meets your specific demands, needs and requirements
- information only about the policy, without giving you advice or a personal recommendation.

Whilst we act on your behalf in arranging your insurance, we are permitted to bind cover and issue documents on behalf of the insurer. We do not offer advice in relation to tax, accounting, regulatory or legal matters and you should take separate advice as you consider necessary regarding such matters.

Although our letter/report will set out core aspects of cover, this is not intended to be a substitute for the Insurer's policy wording, which will take precedence in setting out the cover.

#### Your Duty of Disclosure

- Non-consumer customers (commercial customer):** Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

#### Renewals

Once we have arranged a policy, it will not be automatically reviewed at each renewal unless you specifically request this action &/or we deem it necessary.

In order to protect your position, we may at our absolute discretion renew your policy on the basis of our recommendation.

#### How to cancel

Please contact us immediately if you wish to cancel any insurance policy we have arranged for you. You may have a right to cancel a policy without penalty within the first 14 days (or, in some cases, longer). Please refer to your policy summary or your policy document for further details. If you cancel within this initial

cancellation period (where this applies) you will receive a pro rata refund of premium from the insurer. However, insurers are entitled to make an administrative charge. In addition, we may charge an amount which reflects the administrative costs of arranging and cancelling the policy.

If you choose to cancel other than within an initial cancellation period you may not receive a pro-rata refund of premium. In addition, we may charge an amount that reflects the administrative costs of arranging and cancelling the policy.

#### Protecting your information

We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully which can be found by visiting our website [www.gordonandco.co.uk](http://www.gordonandco.co.uk) and contact us immediately if you have any queries. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent or trade your data under any circumstances. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

#### How to claim

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact us or the insurer direct as soon as you become aware of any incident which could give rise to a claim. If in doubt about whom you should contact, or if you require our assistance in relation to a claim or potential claim please contact us.

#### Fees and charges

In respect of First Night and First Step the following administration fees apply:

- New Business - £10
- Renewals - £10

In respect of all other Gordon & Co policies we do not normally make charges in addition to the premiums charged by Insurers. Should we seek to make an additional charge, however, full details of any proposed additional charge will be given to you *before* you make any commitment on any product or service we offer.

If you pay your premium by Insurers' Instalment Plan, they will inform you of any additional fees, charges or interest as part of your credit arrangements.

#### Our earnings

In return for placing business with insurers and/or underwriters and/or other product providers, we receive a commission from them which is a percentage of the annual premium you are charged. We may be entitled to receive a profit commission from the insurer, although this is not guaranteed.

Occasionally we may also receive a bonus/training and/or marketing support from insurers although this is not always guaranteed.

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

#### Block transfers

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. This is where we place all insurances of a certain type with one insurer who can provide particularly competitive terms for all our customers. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients. This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us so to do.

#### Protecting your money

Prior to your premium being forwarded to the insurer (or forwarded to you in the event of a premium refund) we generally hold your money as an agent of the insurer with whom we arrange your insurance. Where we

hold premium as the agent of the insurer it is regarded as received by the insurer. If we are not acting as an agent of the insurer when we receive your premium, we shall hold it as client money in trust for you within a client bank account with an approved bank. Our client bank account(s) may contain other clients' money and money we hold as an agent of insurers. In line with strict FCA rules, our client bank account(s) is/are rigorously monitored in order to segregate and safeguard client money. We shall only withdraw commission after we have received the premium from you and in accordance with FCA regulations and agreements that we hold with insurers. We reserve the right to retain interest earned on our client bank accounts.

**By accepting this Terms of Business Agreement, you are giving your consent for us to treat your money in this way. Please notify us immediately if you have any objection or query.**

#### **Complaints**

It is our intention to provide you with a high level of service at all times. If, however, you have reason to make a complaint about our service you should, in the first instance, contact Robert Israel, Managing Director, Gordon & Co, at the address/telephone number shown on this Terms of Business. You may be entitled to refer your complaint to the Financial Ombudsman Service. Further information is available at <http://www.financial-ombudsman.org.uk>. You can contact the Financial Ombudsman Service by telephone on 0800 0234 567 and further information is available at <http://www.financial-ombudsman.org.uk/>. If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected. We will provide a summary of our complaints handling procedures should you make a complaint which we cannot resolve informally and at any other time, upon your request.

#### **Compensation arrangements**

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. 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. The compensation scheme does not apply to consumer credit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting <http://www.fscs.org.uk/>

#### **Money laundering/Proceeds of crime**

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

#### **Anti-bribery and corruption**

We operate in compliance with the UK Bribery Act 2010 and we are committed to the avoidance and discovery of bribery.

#### **Adequacy of insurance values / Indemnity Period**

It is the responsibility of the insured to ensure that all sums insured, policy limits and indemnity periods are adequate. It is strongly recommended that the appropriate Professional (e.g. Surveyor/Accountant) be consulted to ensure that the sums insured and limits under the policy are suitable.

#### **Conflicts of interest/Customers best interests**

As insurance brokers we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim; we will always act honestly, fairly and professionally. In certain circumstances we may act for and owe duties of care to insurers and/or other parties. Where we become aware of any actual or potential conflict of interest with our duty to you, we will inform you of the situation, the options available to you and obtain your consent before we proceed.

You agree that we may provide such information to insurers, their advisers, agents and representatives as may be requested whether in relation to providing quotations, arranging cover, advising on claims or any other matter in relation to your insurance

#### **Insurer security**

In the interests of protecting our customers, we do not use or provide quotations from unrated insurers; these are insurers that do not carry an insurer financial strength rating given by international rating agencies, such as Standards and Poor's 500 index (S&P), Moody's, Fitch Ratings and A.M. Best. If you require insurance from an unrated insurer, then you can access such companies either directly or via an alternative Insurance Broker.

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer with whom we place business. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

#### **E-mails**

To provide our services we may communicate with you and with other parties via e-mail. We can now offer our clients an encrypted email capability for secure communication. Please let us know if you wish to take advantage of this service. It is agreed by both "you" and "us" that there are inherent risks of interception in any electronic-mail system, and neither party will therefore hold the other responsible for any losses suffered by the other party (whether direct or consequential) arising from such risks, subject to adherence to any data security requirements imposed by law.

#### **Our Website**

We take care to ensure that the information contained on our website is accurate. But, we give you no representations or warranties about the suitability or accuracy of any information contained therein.

#### **Termination**

You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary. Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

#### **Third Party Rights**

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 unless otherwise agreed by us in writing.

#### **Sanctions**

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 if so required by sanction's legislation.

#### **Limitation of liability**

Our liability to you for breach of contract, negligence, breach of statutory duty or other claim arising out of or in connection with this Agreement or the services provided by us shall be limited as follows:

1. in respect of personal injury or death caused by our negligence, no limit shall apply;
2. in respect of any fraudulent acts by us, no limit shall apply;
3. subject to the above exclusions, in respect of the following losses we will have no liability in any circumstances: loss of revenue; loss of opportunity; loss of profits; loss of anticipated savings; any indirect or consequential loss; and any loss arising out of, related to, connected to, or in any way involving, directly or indirectly – (a) coronavirus disease (covid-19), (b) severe acute respiratory syndrome coronavirus 2 (sars-cov-2), (c) any mutation or variation of covid-19 or sars-cov-2, (d) resulting from any infectious or otherwise communicable disease, (e) any fear or threat (whether actual or perceived) of (a), (b), (c), or (d) or any loss caused by or arising from measures to prevent or reduce the spread of the above.

Without affecting our liability to you under paragraph 1 (personal injury or death) and paragraph 2 (fraud) any aggregate liability (including legal costs) to you, if you are a client who is not a consumer, shall be limited to £1m.

Without limiting the provisions in this section (limitation of liability) applying to claims in respect of personal injury, death or fraudulent acts, you agree that you shall not be entitled to bring any claim for negligence or otherwise against any officer, employee or other representative of Gordon & Co.

#### **Severability**

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected.

#### **Law and jurisdiction**

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## PRIVACY NOTICE

### Privacy Notice Overview

In accordance with the General Data Protection Regulation (GDPR) and related UK data protection legislation, Israel Gordon & Co Ltd. are committed to protecting the confidentiality and security of the information that you provide to us.

This Privacy Notice is designed to help you understand how we collect and use your information.

We may collect information from you about other people, including but not limited to your employees, cast members &/or star performers who are insured for example under a Cancellation Non-Appearance, Casualty or Accident & Health Policy. Other examples may also include family members who may drive your car or who may be included on a Travel or Household Insurance Policy. If you provide us information about another person it is your responsibility to ensure and confirm that:

- you have told the individual who we are and how we use personal information, as set out in this Privacy Notice; and
- you have permission from the individual to provide that personal information to us and for us to use it, as set out in this Privacy Notice.

If you have any questions related to this policy please Contact Us via the details below.

This Privacy Notice is effective October 2018.

### Who we are

Gordon & Co is a trading name of Israel Gordon & Co Ltd.

First Night is a trading name of Israel Gordon & Co Ltd.

"Gordon & Co" including First Step and First Night (also referred to in this Notice as "we", "us", or "our") means Israel Gordon & Co Ltd.

### Why we need and how we use your personal information

We only collect, use and store your information where we have lawful grounds and legitimate business reasons to do so.

We collect, use and store your personal information in order to fulfil requests for quotes, products and services as part of our insurance broking, claims handling and risk management business. It may also be used to verify your identity, to administer payments and to enable us to carry out anti-money laundering and other financial crime checks where required. If you pay by instalments your information may also be used to arrange credit.

The use of your data is essential for us to check your identity, to enable you to enter into an insurance contract and for the insurance to operate (in the event of a claim, for example). We may also use it to keep our records up to date, to notify you about changes to our service and to help us in the development of new products and services.

If you do not provide the information required we are unlikely to be able to arrange your insurance and may not be able to provide certain services to you.

We may monitor calls, emails, text messages, and other communications with you. When you contact us we may keep a record of that correspondence and any information provided to us during that or any subsequent communication.

### Nature of personal information

Personal data is any information that may identify a living individual. We collect personal information such as name, contact details, date of birth, gender, marital status, financial details, employment details and other personal details depending on the nature of the insurance and other services we offer.



#### **Sensitive personal data**

We may collect, use and store sensitive personal information (also known as special categories of personal data) including but not limited to criminal convictions, medical conditions, race, ethnic origin, genetics and biometrics as necessary in relation to insurances such as Motor, Home, Travel, Health Insurance, Personal Accident, Medical Expenses following Personal Accident and Cancellation Non-Appearance Insurance. This information may be shared with the policyholder, any or all joint insureds, together with other interested parties including but not limited to, insurers, reinsurers, insurance product providers, our third-party service providers, insurance intermediaries, loss adjusters, loss assessors, third party medical specialists, regulatory bodies, legal and accountancy firms involved in the claims handling process.

#### **How do we share your information?**

We will only supply your personal information to other parties where such a transfer is a necessary part of the activities that we undertake, or where we are required to do so by law or regulation (e.g. where the disclosure is necessary for the purposes of the prevention and/or detection of crime).

As an intermediary we must disclose personal information to insurance companies, underwriting agencies, business partners and other parties in order to provide our products and services and to enable you to enter into insurance contracts. Examples of other parties include other insurance intermediaries, loss adjusters, loss assessors, third party medical specialists, regulatory bodies and legal and accountancy firms involved in the claims handling process. We may also share your personal information with fraud prevention agencies such as the Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud and Theft Register. We may pass information relating to your insurance policy and any incident to the operators of these registers, their agents and suppliers.

For motor insurance we share information with the Motor Insurance Database (MID) which may be used to establish whether a driver is insured to drive a vehicle and/or for preventing or detecting crime. If you are involved in an accident in the UK or abroad, the MID may be searched to obtain relevant policy information. You can find out more at [www.mib.org.uk](http://www.mib.org.uk).

We may also disclose your information to service providers engaged to perform services on our behalf. Such service providers are contractually restricted from using or disclosing the information we give them except as necessary to perform services on our behalf or to comply with legal requirements.

We only share your information if we are satisfied that our partners or suppliers have sufficient measures in place to protect your information in the same way that we do.

We may also disclose personal information to new owners of our business in the event that we are subject to a merger or acquisition. Disclosure may also be made to enable company audits, regulatory inspections or to investigate a complaint, suspicion of fraud or a security threat.

We never share your information outside our organisation for marketing purposes.

You understand that we may disclose the information you provide to relevant other parties for the purposes described in this Notice.

#### **Transfer of personal data outside the UK**

Your data may be transferred outside the UK.

By providing us with your information, you consent to the collection, international transfer, storage and processing of your information. These transfers are governed by European Union (EU) standard contractual clauses or equivalent data transfer agreements to protect the security and confidentiality of personal information.

#### **How long we keep information about you**

We will keep your information for as long as it is required to enable us to provide quotations, administer your insurances, offer renewal and respond to any claims or complaints (which may arise after the period of



insurance has expired). Once we decide that we no longer need your information it will be securely and confidentially destroyed.

#### Your data protection rights

You have certain legal rights under UK data protection law and regulations, summarised as follows:

- **The right to be informed** about our data processing activities, including through Privacy Notices such as this.
- **The right of access** to the personal information we hold about you. To request a copy of this information you must make a subject access request in writing to us.
- **The right of rectification.** You may ask us to correct any inaccurate or incomplete data within one month.
- **The right to erasure and to restrict processing.** You have the right to request to have your personal data erased and to prevent processing except where we have a legal obligation to process your personal information. You should bear in mind that by exercising this right you may hinder or prevent our ability to provide products and services.
- **The right to data portability.** On your request, we will provide you with your personal data in a structured format.
- **The right to object.** You have particular rights in relation to automated decision making and profiling to reduce the risk that a potentially damaging decision is taken without human intervention. You can object to your personal data being used for profiling, direct marketing or research purposes.

If you want to invoke any of these rights please email or write to us. Please see the Contact Us section below for details.

#### How to make a complaint

If you wish to make a complaint about how we hold or use your data, please Contact Us using our details below.

If you are dissatisfied with how we deal with your complaint, you may contact the Information Commissioner's Office: The Information Commissioner Wycliffe House Water Lane Wilmslow Cheshire, SK9 5AF; Phone: 08456 30 60 60 Website: [www.ico.gov.uk](http://www.ico.gov.uk)

#### Information from other sources

We may use legal public sources such as the electoral roll and other third party sources such as credit reference agencies to obtain information about you, for example to verify your identity or check your credit history.

We also obtain information about you from credit reference agencies and similar third parties. Some personal information may be provided to us by third parties such as insurance companies, other insurance intermediaries and motor vehicle licensing authorities. In some cases you will have previously submitted your personal information to them and given them approval to pass this information on for certain purposes.

Such information will only be obtained from reputable sources which operate in accordance with the General Data Protection Regulation.

#### Changes to our Privacy Notice

We may amend this Privacy Notice from time to time for example, to keep it up to date or to comply with legal requirements. The latest version of this Notice can be found at [www.gordonandco.co.uk](http://www.gordonandco.co.uk).

#### Marketing

We do not undertake marketing, nor do we share your information for marketing purposes with companies outside Israel Gordon & Co Ltd.

#### Automated decision making

We and/or other parties may use your information for purposes such as statistical and trend research and analysis which may include computerised processes which profile you. Automatic profiling helps us

understand, predict and forecast customer preferences and to improve the products and services we offer and to assess which products might be most suitable for you.

#### **Contact Us**

For any questions or concerns relating to this Privacy Notice or our data protection practices, or to make a subject access or any other request regarding the information we hold, please contact us at:

Website:	<a href="http://www.gordonandco.co.uk">www.gordonandco.co.uk</a>
Email:	<a href="mailto:enquiries@gordonandco.co.uk">enquiries@gordonandco.co.uk</a>
Address:	2 Sekforde Court, 217 St John Street, London, EC1V 4LY.
Telephone:	020 7251 2255
Fax:	020 7251 1477