



Initial Disclosure Document & Terms of Business

Collegiate After The Event Insurance
5th Floor, Mint House,
77 Mansell Street,
London E1 8FE

This document contains important details about *Collegiate After The Event* how we are regulated, and the basis upon which we will provide services to you. Please study this carefully to make sure that our services are right for you.

Who are we?

Collegiate After The Event is an insurance intermediary. It is a trading name of *Collegiate Management Services*. *Collegiate After The Event's* activity is to obtain After the Event Legal Costs Insurance primarily for Commercial Litigants.

Who regulates us?

Collegiate Management Services is regulated by the *Financial Services Authority*, which regulates insurance intermediaries in the United Kingdom. We were granted permission by the *FSA* in November 2004 to carry on regulated activities with effect from 14th January 2005. Our *FSA* registration number is 307301.

You can check this on the *FSA* Register by visiting the *FSA* Website:

www.fsa.gov.uk/register

or, by contacting the *FSA* on 0845 606 1234.

Which insurers do we do deal with?

There are a limited number of insurers providing *After The Event Insurance* that may be suitable for clients. We currently only deal with Amtrust

Security of insurers

Am Trust has an A.M. Best financial rating of "A".

What Collegiate does

We will agree with you at the outset the services to be performed by us, which may, depending on your needs and wants, comprise any of the following:

(a) Understanding your requirements

Seek sufficient information from you in order to understand the nature of your claim and insurance requirements.

(b) Presentation to insurers

Work with you in order to produce a submission, to be presented to insurers on your behalf (*unfortunately we are not able to complete proposal forms for clients*).

(c) Providing quotation details

Provide you with details of those quotations we have obtained from the insurance market (where we believe these meet your needs and provide adequate security). These details will include:

- i key features of the quotation
- ii any special exclusions or warranties
- iii a specimen policy wording (if requested)
- iv method of payment

(d) Explaining the policy terms, conditions and exclusions

If requested, we will help you with any queries you may have regarding the terms, conditions, and exclusions of cover.

(e) Policy documentation

We will forward insurers policy documentation to you as soon as this has been received from insurers.

(f) Claims

In the event of a claim under the policy, then we will provide you with guidance and support in dealing with the insurers.

(g) Scheme management

Collegiate will manage the conduct of the litigation on behalf of the insurers in accordance with the policy terms and conditions

How are we remunerated?

We receive commission from the insurer.

What you agree to do

1. Providing information

It is your responsibility to disclose all material information that is known to you and that might influence the judgement of insurers in determining the scope of cover, the price, or whether or not to accept your risk. This applies whether or not you complete a proposal form. The insurer is not required to make enquiries. The onus falls on you. If you fail to disclose information, this may entitle insurers to avoid cover from the commencement of your policy and to see repayment of any claims they may have paid to you.

This duty of disclosure arises when you take out the policy but also when you amend it. Some policies may include a condition requiring you to disclose any material changes throughout the term of the policy. If insurers avoid cover, you will no longer have an insurance policy and claims will not be paid. You agree to authorise us to pass on to insurers any information that you provide which is material to the insurance.

2. Payment of the premium

You agree to pay the premium, tax, and fees within our terms of credit.

We are the agent of the insurer for the purposes of receiving premiums; payment to us will satisfy your obligation to make payment to the insurer.

You undertake that the premium will be paid in full to Collegiate Management Services Limited in accordance with the terms of the insurance policy.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

3. Conduct of the litigation

You should check the notification and other requirements in your policy conditions and ensure you or your appointed representatives comply.

4. Claims handling

You agree to co-operate with us, and insurers, in the handling of claims in accordance with the policy terms and conditions.

5. Providing further information

You agree to deal with requests for further information in a timely manner.

6. Understanding the terms of your insurance

You agree to read and understand the terms of any quotation and policy documentation that we provide to you. You must comply with any conditions relating to the insurance provided.

Ownership

Collegiate Management Services Limited is owned by a holding company, Collegiate Limited.

Privacy/Confidentiality

All information provided to us will be treated in confidence and will only be disclosed to third parties where this is required for the performance of our services (including the passing of such information to our affiliates where you have requested other services) or where required by law.

Data Protection Act 1998

Where we are storing electronic personal data, this will only be used for the purposes of:

- Providing the requested services to you including the arranging of insurance
- Marketing other services to your firm

By providing details to us, you are deemed to have given your consent to us processing your personal data. However, you will always have the right at any time in the future to require that this personal data were not used for direct marketing purposes.

What do you do if you have a complaint?

We are committed to provide a high level of service in doing all we can to ensure our customers are happy. However, if at anytime you are dissatisfied with the way your insurance arrangements have been handled then please write to:

**Compliance Officer
Mrs Sarah Hart
Collegiate Management Services Limited
5th Floor, Mint House
77 Mansell Street
London E1 8FE**

Telephone: 020 7459 3557

If we are unable to resolve the complaint to your satisfaction, then you may be entitled to refer it *The Financial Ombudsman Service (FOS)*.

Are you protected by the Financial Services Compensation Scheme (FSCS)?

Whilst we are protected by professional indemnity insurance, which meets regulatory requirements, additional protection may be available in the event of our financial failure.

A new *Financial Services Compensation Scheme* to protect against loss from the financial failure of an insurance broker may entitle customers to compensation in the event of the financial failure of *Collegiate Management Services Limited*. The scheme is open to any claimant in relation to small commercial firms with an annual turnover below £1m at the time the contract was concluded.

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