

Monitor and Protect  
With Revenue Protection from Lloyd's  
Terms and Conditions

## Thompson and Holt Monitor and Protect Service with Revenue Reimbursement Cover

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Welcome to Thompson and Holt Revenue Reimbursement Cover with JM Marketing

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We are dedicated to providing you with a high quality service. This **reimbursement cover** is designed to provide you with revenue reimbursement in the event your trading account for which you have subscribed to the Thompson and Holt "Monitor and Protect" service suffers extended suspension or cancellation. This **reimbursement cover** will form the contract between **you** and **us**, subject to the terms and conditions detailed below.

The headings used in this **reimbursement cover** are for ease of reference and identification purposes only. Any **endorsement** or other variation which relates to this **reimbursement cover** is subject to the terms and conditions below. Words and phrases in bold have been given specific meanings and can be found in the definitions section of the **reimbursement cover**.

## Our agreement

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Thompson and Holt Revenue Reimbursement Cover will, subject to these terms and conditions:

- 1.1 reimburse you for your Net Loss of Revenues following the Suspension and/or Cancellation of your Seller Account for more than five days as a result of a cause not otherwise excluded, which occurs while you are a paying member of our Monitor and Protect service, and is beyond your control.
- 1.2 Our maximum liability shall not exceed £50,000, or currency equivalent, for any client.
- 1.3 At all times, we will do our best to the reinstate your Seller Account with your Declared Online Marketplace as soon as possible, but we cannot guarantee our success.

### 2. DEDUCTIBLE

- 2.1 You must notify us as soon as possible after the Suspension of your Seller Account. We will only indemnify you for your Ascertained Net Loss which occurs five days after the Suspension of your Seller Account has been notified to our claims administrator.



- 2.2 **For the avoidance of doubt our indemnity does not cover losses incurred in the first five days of the Suspension or Cancellation of your Marketplace Account.**

### 3. DEFINITIONS

- 3.1 **Ascertained Net Loss or Net Loss of Revenues** means such amount in excess of any deductible stated in (2) above as represents:
- (3.1.1) Up to sixty-five (65) days of Daily Gross Revenue which would have been normally received in connection with your Marketplace Account which has been Suspended and or Cancelled for more than five days, less any savings you are able to effect to mitigate such loss.
- 3.2 **Daily Gross Revenue** means all monies which would have been received by you as part of your normal Seller Activities in your Declared Online Marketplace, but limited to your Daily Average Revenue.
- 3.3 **Suspend or Suspension** means the temporary removal of your ability to trade through your Declared Online Marketplace.
- 3.4 **Cancelled or Cancellation** means the removal of your ability to trade through your Declared Online Marketplace.
- 3.4 **Seller Activities** means your conduct of trade through your Marketplace Account.
- 3.5 **Marketplace Account** means your trading account at Amazon or other online marketplace as declared by you to Thompson and Holt.
- 3.6 **Declared Online Marketplace(s)** means Amazon or other online marketplace as declared by you to Thompson and Holt.
- 3.7 **Daily Average Revenue(s)** means your Annual Gross Revenues, divided by 365 days.
- 3.8 **Annual Gross Revenue(s)** means your annual revenues, as transacted through your Marketplace Account, or £300,000 (or currency equivalent), whichever is lower.
- 3.9 **Terrorism** means an unlawful act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## Exclusions

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We will not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

- 4.1 your breach of any terms and conditions imposed by your Declared Online Marketplace.
- 4.2 your having traded through your Marketplace Account for fewer than 12 months
- 4.3 your lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, hereunder.
- 4.4 any contractual dispute or breach by you.
- 4.5 Revenue in excess of your Daily Average Revenue as calculated in accordance with these terms and conditions.
- 4.6 any reduction in your Gross Revenue that is not specifically attributable to the Cancellation or Suspension of your Marketplace Account.
- 4.7 your failure to:
  - (4.7.1) observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
  - (4.7.2) make all necessary arrangements for the successful use of your Marketplace Account in a prudent and timely manner.
  - (4.7.3) ensure that all necessary contractual arrangements are made and confirmed in writing, and that all necessary authorisations, (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, insurances, visas, copyright and patents) be obtained in a timely manner and valid for the period of your use of our services.
- 4.8 any fraud, misrepresentation or concealment by you.
- 4.9 actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- 4.10 civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order.
- 4.11 seizure or destruction under quarantine or customs regulations, confiscation, nationalisation or requisition or destruction of or damage to property, by or under the order of any government or public or local authority, or the handling of contraband or the engaging in illicit trade or transportation.
- 4.12 (4.12.1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,

- (4.12.2) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
  - (4.12.3) nuclear reaction, nuclear radiation or radioactive contamination.
- 4.13 seepage and/or pollution and/or contamination unless it is discovered during the period of this Insurance and is a direct cause of a loss covered hereunder.
- 4.14
  - (4.14.1) withdrawal, insufficiency or lack of finance howsoever caused,
  - (4.14.2) the financial failure of any venture,
  - (4.14.3) lack of or inadequate receipts, sales or profits of any venture,
  - (4.14.4) variations in the rate of exchange, rate of interest or stability of any currency,
  - (4.14.5) financial default, insolvency, or failure to pay of any person, corporation or entity,all ((4.14.1) to (4.14.5)) whether a party to this Insurance or otherwise.
- 4.15 lack of or inadequate financial or other support or withdrawal of such support by any party,
- 4.16 the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing, concurrently or in any other sequence, thereto.
- 4.17
  - (4.17.1) any act of Terrorism and/or the threat thereof (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
  - (4.17.2) any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism or fear thereof.
- 4.18 any happening which is insured by or would, but for the existence of this Insurance, be insured by any other insurance(s) except for any excess beyond the amount which would have been payable under such other insurance(s) had this Insurance not been effected.
- 4.19 **any losses in excess of £50,000 (or currency equivalent).**

## Claims procedure

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### Notification

You must notify us as soon as possible after the Suspension or Cancellation of your Seller Account.

We in turn will notify our insurers, and provide you confirmation we have done so.

Clients should contact:

Thompson and Holt  
Canal Wharf  
Canal Street  
Littleborough  
Greater Manchester  
OL15 0HY  
Tel: 0161 8852 365  
Email: [info@thompsonandholt.com](mailto:info@thompsonandholt.com)

### You are required to:

- Provide any information or documentation we, or our insurers, reasonably ask for to support your claim.
- Cooperate with us at all times by providing supporting documentation or other information as we may reasonably require.
- Advise us if there is another insurance which may also cover this event, so that we then will pay our proportion of your claim.
- Do not admit that you are at fault or promise to pay any money, or become involved in litigation without our approval.
- Help us recover any money we have paid.

**Please note:** When completing the reimbursement claim form you still have a “**Duty of Disclosure**”. When answering these questions you must:

- Tell us everything that a reasonable person in the circumstances could be expected to tell us.
  - Provide honest and complete answers
  - Tell us everything that a reasonable person in the circumstances could be expected to tell us.
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T<sub>HOMPSONANDHOLT</sub>



Broker at LLOYDS

## Governing Law and Disputes Clause

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Any dispute between **you** and **us** arising out of or in connection with this **reimbursement cover** shall be referred to arbitration before a sole arbitrator (to be mutually agreed upon by **you** and **us** or failing agreement to be appointed by the Chairman for the time being of the Bar Council) whose decision shall be final and binding on both parties.

As an alternative to the above paragraph, disputes arising from or in connection with this **reimbursement cover** may be referred to a recognised mediation service if the parties to this contract agree in writing.

Disputes arising from or in connection with this **reimbursement cover** shall be subject to the jurisdiction and law of England and Wales.

## How to make a complaint

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**Our** aim is to ensure that all aspects of **your reimbursement cover** are dealt with promptly, efficiently and fairly. If you have any questions or concerns about **your reimbursement cover** or the handling of a claim **you** should, in the first instance contact:

Thompson and Holt  
Canal Wharf  
Canal Street  
Littleborough  
Greater Manchester  
OL15 0HY  
Tel: 0161 8852 365  
Email: [info@thompsonandholt.com](mailto:info@thompsonandholt.com)

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Compliance Officer at:

JM Marketing Limited  
34 Lime Street  
London  
EC3M 7AT

Tel : 0203 544 5130  
Email: [complaints@jmmltd.com](mailto:complaints@jmmltd.com)