



The Insurance
Institute of Bedford
& Milton Keynes
Chartered Insurance Institute

Milton Keynes CII Conference





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The Pathway to Driverless Cars

Bob Dawson
Claims Major Loss Manager
Allianz Insurance



THE PATHWAY TO DRIVERLESS CARS

Bob Dawson
Claims Major Loss Manager,
Allianz Insurance



1. Glossary of terms
2. Why driverless cars
3. Timescales
4. Opportunities from ADAS
5. Challenges from ADAS
6. ADAS Platooning and Remote Parking
7. What needs to change?
8. How are insurers involved?
9. Current proposals



F1

Formula 1's safety car could become driverless, says FIA

1. GLOSSARY OF TERMS

A few of the more commonly used acronyms (but by no means exhaustive)

ACC	Adaptive Cruise Control
ACSF	Automatically Commanded Steering Function
ADAS	Advanced Driver Assist Systems
AEB	Automated Emergency Braking
AES	Automated Emergency Steering
AVT/ADT	Automated Vehicle Technologies / Automated Driving Technologies
BLIS	Blind Spot Information System
CSF	Correctional Steering Function
EDR	Event Data Recorded
ELK	Emergency Lane Keeping
FCW	Forward Collision Warning
LCA	Lane Change Assist
LDW	Lane Departure Warnings
LIDAR	Light Detection and Ranging (similar to radar but laser based)
LKA	Lane Keep Assist



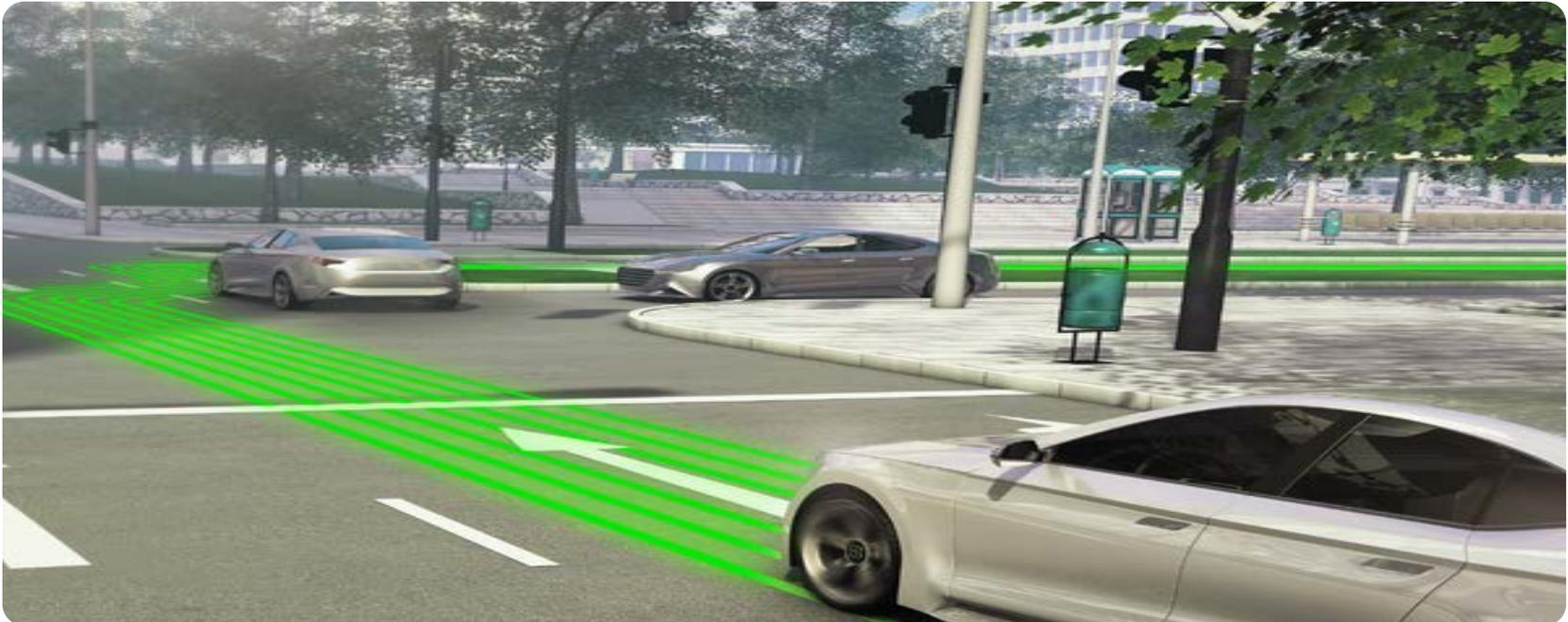


2. WHY DRIVERLESS CARS?

ADAS IS ALREADY REDUCING ACCIDENTS. NEW ADAS TECHNOLOGIES WILL SIGNIFICANTLY REDUCE ACCIDENT FREQUENCY AND SEVERITY

AVT THEN PROVIDES SPLIT JOURNEY AUTOMATED DRIVING, FURTHER REDUCING ACCIDENT FREQUENCY AND SEVERITY AND FREEING UP TIME FOR OTHER THINGS

FULLY DRIVERLESS CARS HAVE MANY ADDITIONAL BENEFITS INCLUDING CONTINUED ACCIDENT REDUCTION, IMPROVED MOBILITY (YOUNG, OLD, BLIND, DISABLED), LESS CONGESTION AND REDUCED EMISSIONS DUE TO SMART USE OF ROAD NETWORKS.

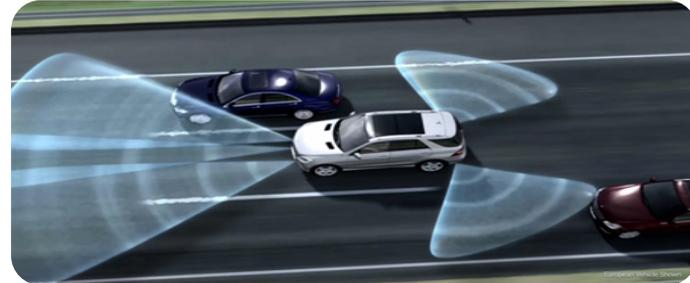


3. TIMESCALES

LEVEL 2 ADAS (TODAY) BRINGS MANY BENEFITS
LEVEL 4 AVT WILL BRING FURTHER BENEFITS
THIS LEAVES LEVEL 3 ADAS IN THE MIDDLE – BENEFITS AND CHALLENGES FOR INSURERS



4. OPPORTUNITIES FROM ADAS



STANDARD FACTORY FIT OR OPTIONAL EXTRA FACTORY FIT?

WILL WE SEE RETRO-FIT?

NEED FOR A RELIABLE DATABASE, E.G. VIN RELATED VIA DVLA?

What Tech on what cars?
Are our Customers using it?

5. CHALLENGES FROM ADAS

Tesla driver dies in first fatal crash while using autopilot mode



Who's Driving?

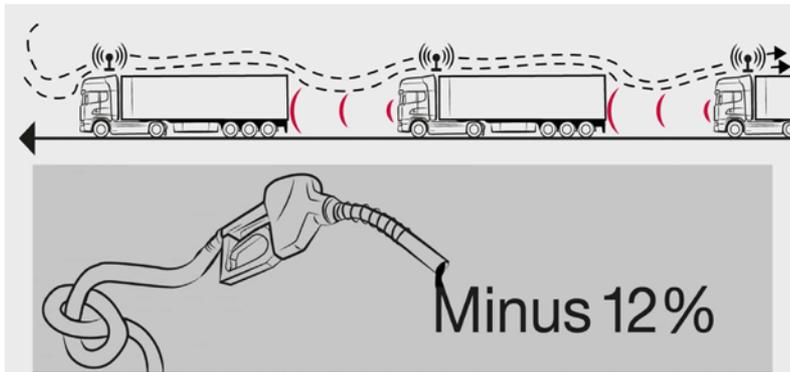
WHAT ABOUT DATA?

'HANDS ON' OR 'HANDS OFF' MODE?, DURING HANDOVER OR HANDBACK?

HOW DO WE ACCESS THE SAME DATA AT THE SAME TIME AS THE MANUFACTURER IN A READABLE FORMAT?

HOW DO WE RECOVER WHERE THE TECHNOLOGY FAILS AND CONTRIBUTES TO AN ACCIDENT?

6. ADAS PLATOONING AND REMOTE PARKING



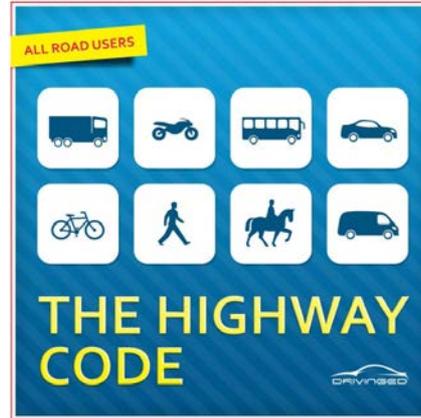
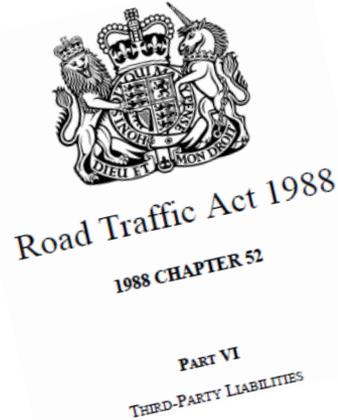
Platooning

- Expected use will be for HGVs
- Drivers “in the loop” ready to retake control but steering, acceleration and braking all controlled by lead driver
 - “drafting” improves fuel efficiency and reduces emissions

Remote Parking

- Ability to park the vehicle whilst stood outside it (e.g. via key fob or mobile smart device)
 - Must be in line of sight
 - Must be within xx metres

7. WHAT NEEDS TO CHANGE?



Road Vehicles (Construction and Use) Regulations (as amended)

Title: Road Vehicles (Construction and Use) Regulations

Category: England, Wales and Scotland

Date: 1986 (1991, 2002, 2003, 2004, 2005)

Reference: SI 1986/1078 [Full text not available], SI 1991/2003 [Full text], SI 2002/1474 [Full text], SI 2005/2987 [Full text]

General Description:

These regulations set standards for the manufacture, construction, maintenance of all road vehicles, protective systems including alarms and the control of emissions. It also covers the use of hand-held devices.

The regulations concerned with vehicle construction contain a detailed prescription of the technical details. Generally, only manufacturers and others with a professional interest in the vehicle construction are liable.

The Road Traffic Act

Definition of “user”, liability of the vehicle, can “out of loop” drivers claim on own policy?

Road Vehicles (Construction and Use) Regulations

Needs to be clarified to permit remote parking, e.g. Reg 104 – driver must always be in a position to have full control of the vehicle and a full view of the road ahead, Reg 107 requires that the driver must switch off the engine when not attending a vehicle and Reg 110 prohibits the use of a hand-held mobile device whilst driving (which might be the operating tool for remote parking).

The Highway Code

ADAS motorway assist and remote control parking (rule 160): “once moving, you should drive with both hands on the wheel where possible.”

Platooning (rule 126): You must drive at a speed that will allow you to stop well within the distance you can see to be clear.”



8. HOW ARE INSURERS INVOLVED?

Automated Driving Insurance Group (ADIG)

- Allianz and 12 other leading insurers
- Thatcham Research, ABI, MIB & BLM Law

Collaboration, working with:

- DfT
- Manufacturers
- European counterparts

Influencing Change

- Data Access and Sharing
- Level 3 Risks

Insurers are Enablers for the progression and implementation of ADAS/AVT and the Pathway to Driverless Cars

- Without a workable insurance solution, the pathway will be problematic
 - Products Liability insurance is not compulsory, can rely on policy breaches, can have limits of indemnity and has statutory defences
 - A dual policy solution may not be compliant with the EC Directive



9. CURRENT PROPOSALS

Vehicle Technology and Aviation Bill is now the **Automated and Electric Vehicles Bill**

- Single Motor Policy responding to liabilities of driver and vehicle
 - Putting innocent, injured victims first
 - Avoid the problems of Product Liability cover
 - Insurers become an integral part of the system
- “Out of loop” drivers are treated like innocent passengers (AVT not ADAS)
- Statutory recovery if cause linked to the vehicle technologies
- Data Access: Industry Solution or Regulation? (currently waiting for guidance at international level)
 - Insurers proposing a not for profit solution – a data storage portal which provides manufacturers and insurers with immediate access to the same basic data following incidents at the same time (e.g. accident location, time, in driver or driverless mode, during handover or handback, driver’s seat occupancy/seat belt tensioner)



THANK YOU



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Crash for Cash

Lisa Hynd
Cunningham Lindsey



The Insurance Institute of Bedford & Milton Keynes - Crash for Cash



9 November 2017

cunninghamlindsey.com

Objectives



**Understanding
how big the
problem is**

**How has crash
for cash evolved**

**How to identify
crash for cash
claims**

What can you do?

**What is the
industry doing?**

Questions

Understanding how big the problem is



- In 2016 insurers uncovered 125,000 dishonest claims – 2,400 per week
- Those claims were worth £1.3 billion
- 69,000 detected motor fraud claims in 2016
- £780 million is the annual cost of motor fraud
- 1 in 7 injury claims linked to suspected “crash for cash” scams
- 69,600 personal injury claims linked to “crash for cash”
- 1 in 12 would consider taking part in “crash for cash”
- 74% of UK population think “crash for cash” is a big problem

Current types of motor RTA fraud



- Staged - all parties are complicit
- Contrived - accident occurred on paper only
- Induced - “slam on” - “ crash for cash”
- Phantom passengers - additional passengers
- Ghost passengers - substituted passengers

How has crash for cash evolved over the years ⚡



How has crash for cash evolved over the years

- Parties no longer live in the same area
- Peripheral parties in different locations
- Different ages, ethnicities, backgrounds
- Selecting different locations for the accidents
- Using different drivers
- Targeting of vehicles

How to identify crash for cash claims



- Suspicions of the driver
- Was a stooge vehicle involved?
- Did the third party vehicle stop or brake sharply for no reason?
- Did the third party vehicle flash or used a false indication to turn?
- Are there multiple passengers in the third party vehicle?
- Was a crib sheet provided by the third party?
- Did the third parties immediately complain of an injury?
- Are injury claims received immediately after the accident?
- How many claimants have submitted injury claims?

What can you do to tackle the problem?



- Increase the awareness of “crash for cash”
- Consider the “hot spots” – postcodes
- Encourage the use of photographs and dashboards cameras
- Screen/review every claim for Key Fraud Indicators
- Ask the right questions
- Review and retain potential evidence
- Act quickly if you have suspicions

What's the industry doing to tackle the problem?



- IFIG - Insurance Fraud Investigators Group
- IFED - Insurance Fraud Enforcement Department
- IFB - Insurance Fraud Bureau
- Better information sharing
- Data washing
- Access to databases

Questions





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Considerations when placing (PD) BI Insurance

Rajen Rajput
MDD Forensic Accountants



By attending this event you will gain a further understanding of:

- the various items and cover within a Business Interruption policy wording
- how to mitigate the risks of underinsurance
- the economic limits of Increased Cost of Working
- the benefits of Additional ICOW
- the importance of adequate indemnity periods
- the significance of 'know your customer'
- calculating an adequate sum insured with reference to company accounts

The Policyholder



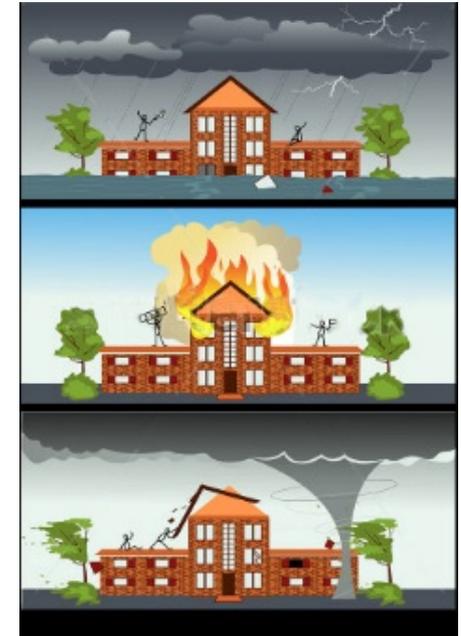
3 Main Attributes



Replace
Reduced
Business Profits



Have a Time Limit
(Indemnity Period)



Due to
Material Damage
(Usually)

Examples of Material Damage



Examples of Material Damage



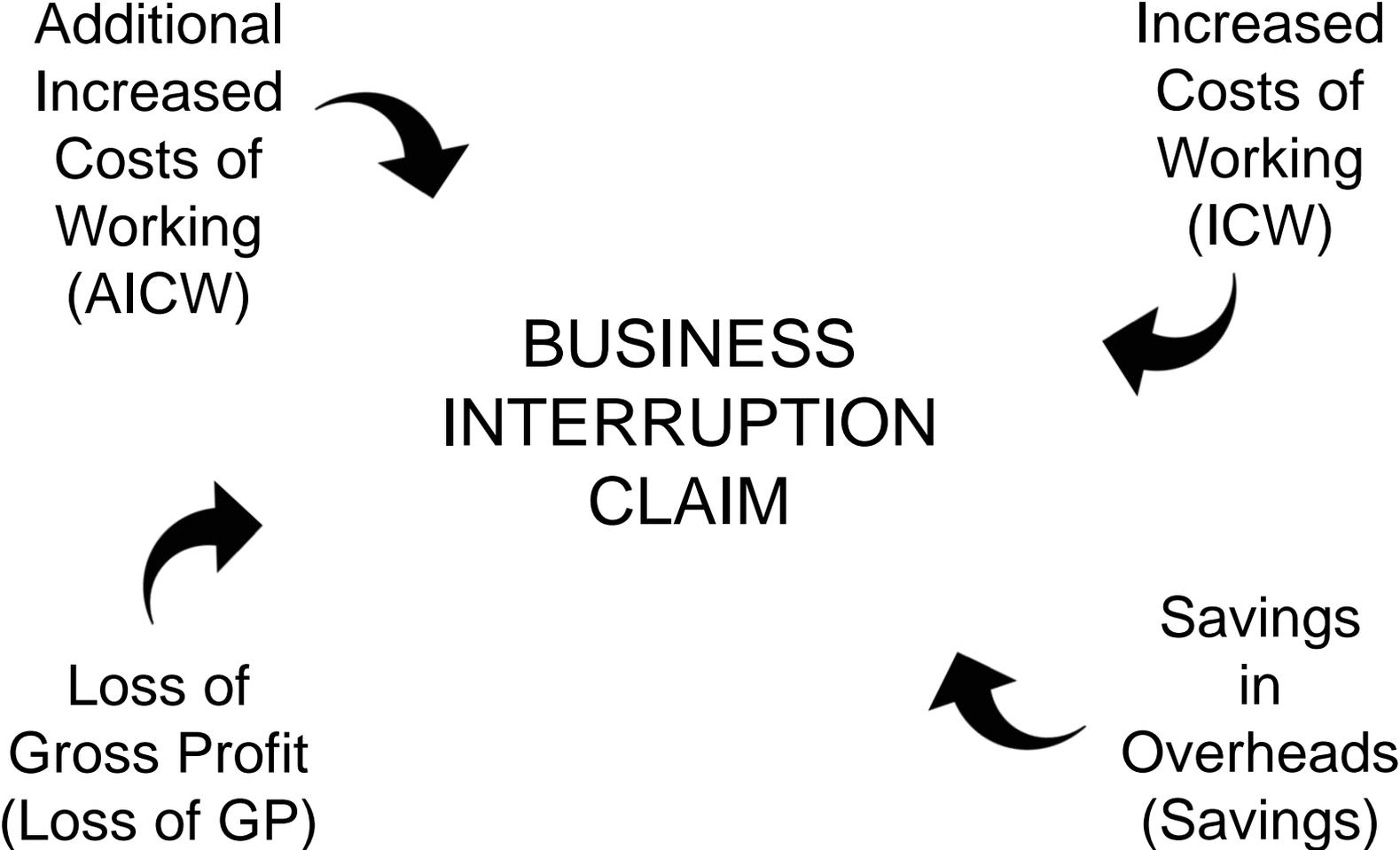
Examples of Material Damage



Examples of Material Damage



Components of a BI Claim



5

Placement Considerations

1. Maximum Indemnity Period

Type of building

Planning Permission

Machinery (or contents)
removal method

Machinery lead times

Rebuild customer base



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Type of building

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Rebuild customer base

 The Planning Inspectorate

Common Land Casework Team
Zone 4/05
Temple Quay House
2 The Square
Bristol
BS1 6PN

Direct Line: 0117 372 6387
Customer: 0117 372 6372
Services:
e-mail: commonlandcasework@pins.gsi.gov.uk

Application Decision

Inquiry held on 27 July 2010
by Heidi Cruickshank BSc MSc MPhil

Appointed by the Secretary of State as the Inspector appointed by the Secretary of State pursuant to Regulation 3(1) of The Land Registration and Exchange of Common Land and Greens (Procedure) (England) Regulations 2007 to determine the application.

Decision date: 03 November 2010

Application Ref: COM152
Westfield Common, Woking
Register Unit No.CL121
Registration Authority Surrey County Council

- The application, dated 17 February 2010, is made under Section 16 of the Commons Act 2006 to deregister and exchange common land.
- The application is made by Peter Bryant, Head of Legal Services, on behalf of Woking Borough Council, as owners of the release land and Steve Evans on behalf of Surrey County Council, as owners of the replacement land.
- **The release land** comprises 387 m² of land to the west and south of 45 Westfield Way, Woking, forming part of Westfield Common.
- **The replacement land** comprises 562 m² of land to the north of the release land, forming the garden of the derelict property Oaklands and adjoining land to the south.

Summary of Decision: The application is refused.

1. Maximum Indemnity Period



Type of building

Planning Permission

**Machinery (or contents)
removal method**

Machinery lead times

Rebuild customer base



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Type of building

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Machinery (or contents)
removal method

Machinery lead times

Rebuild customer base



2. Additional ICOW Cover



2. Additional ICOW Cover



Month	Pre Loss Turnover (Ex VAT) 2016					
GBP						
Jan	150,000					
Feb	150,000					
Mar	200,000					
Apr	200,000					
May	250,000					
Jun	250,000					
Jul	350,000					
Aug	350,000					
Sep	300,000					
Oct	300,000					
Nov	250,000					
Dec	100,000					
Total	<u>2,850,000</u>					

2. Additional ICOW Cover



Month	Pre Loss Turnover (Ex VAT) 2016	Rate of Gross Profit				
GBP						
Jan	150,000	80%				
Feb	150,000	80%				
Mar	200,000	80%				
Apr	200,000	80%				
May	250,000	80%				
Jun	250,000	80%				
Jul	350,000	80%				
Aug	350,000	80%				
Sep	300,000	80%				
Oct	300,000	80%				
Nov	250,000	80%				
Dec	100,000	80%				
Total	<u>2,850,000</u>					

2. Additional ICOW Cover



Month	Pre Loss Turnover (Ex VAT) 2016	Rate of Gross Profit	Gross Profit Earned (Ex VAT)			
	<i>GBP</i>		<i>GBP</i>			
Jan	150,000	80%	120,000			
Feb	150,000	80%	120,000			
Mar	200,000	80%	160,000			
Apr	200,000	80%	160,000			
May	250,000	80%	200,000			
Jun	250,000	80%	200,000			
Jul	350,000	80%	280,000			
Aug	350,000	80%	280,000			
Sep	300,000	80%	240,000			
Oct	300,000	80%	240,000			
Nov	250,000	80%	200,000			
Dec	100,000	80%	80,000			
Total	<u>2,850,000</u>		<u>2,280,000</u>			

2. Additional ICOW Cover



Month	Pre Loss Turnover (Ex VAT) 2016	Rate of Gross Profit	Gross Profit Earned (Ex VAT)	Post Loss Turnover (Ex VAT) 2017
	<i>GBP</i>		<i>GBP</i>	<i>GBP</i>
Jan	150,000	80%	120,000	150,000
Feb	150,000	80%	120,000	150,000
Mar	200,000	80%	160,000	200,000
Apr	200,000	80%	160,000	200,000
May	250,000	80%	200,000	250,000
Jun	250,000	80%	200,000	250,000
Jul	350,000	80%	280,000	350,000
Aug	350,000	80%	280,000	350,000
Sep	300,000	80%	240,000	300,000
Oct	300,000	80%	240,000	300,000
Nov	250,000	80%	200,000	250,000
Dec	100,000	80%	80,000	100,000
Total	<u>2,850,000</u>		<u>2,280,000</u>	<u>2,850,000</u>

2. Additional ICOW Cover



Month	Pre Loss Turnover (Ex VAT) 2016	Rate of Gross Profit	Gross Profit Earned (Ex VAT)		Post Loss Turnover (Ex VAT) 2017	Costs Paid to Subcontractors (Ex VAT) 2017
	<i>GBP</i>		<i>GBP</i>		<i>GBP</i>	<i>GBP</i>
Jan	150,000	80%	120,000		150,000	190,000
Feb	150,000	80%	120,000		150,000	190,000
Mar	200,000	80%	160,000		200,000	255,000
Apr	200,000	80%	160,000		200,000	250,000
May	250,000	80%	200,000		250,000	310,000
Jun	250,000	80%	200,000		250,000	315,000
Jul	350,000	80%	280,000		350,000	440,000
Aug	350,000	80%	280,000		350,000	445,000
Sep	300,000	80%	240,000		300,000	380,000
Oct	300,000	80%	240,000		300,000	380,000
Nov	250,000	80%	200,000		250,000	315,000
Dec	100,000	80%	80,000		100,000	125,000
Total	<u>2,850,000</u>		<u>2,280,000</u>		<u>2,850,000</u>	<u>3,595,000</u>

2. Additional ICOW Cover

Month	Pre Loss Turnover (Ex VAT) 2016	Rate of Gross Profit	Gross Profit Earned (Ex VAT)		Post Loss Turnover (Ex VAT) 2017	Costs Paid to Subcontractors (Ex VAT) 2017
	GBP		GBP		GBP	GBP
Jan	150,000	80%	120,000		150,000	190,000
Feb	150,000	80%	120,000		150,000	190,000
Mar	200,000	80%	160,000		200,000	255,000
Apr	200,000	80%	160,000		200,000	250,000
May	250,000	80%	200,000		250,000	310,000
Jun	250,000	80%	200,000		250,000	315,000
Jul	350,000	80%	280,000		350,000	440,000
Aug	350,000	80%	280,000		350,000	445,000
Sep	300,000	80%	240,000		300,000	380,000
Oct	300,000	80%	240,000		300,000	380,000
Nov	250,000	80%	200,000		250,000	315,000
Dec	100,000	80%	80,000		100,000	125,000
Total	<u>2,850,000</u>		<u>2,280,000</u>		<u>2,850,000</u>	<u>3,595,000</u>

Amount recoverable under ICW = £2,280,000 [saved Gross Profit (eco limit)]

Amount not covered by policy = £745,000 !

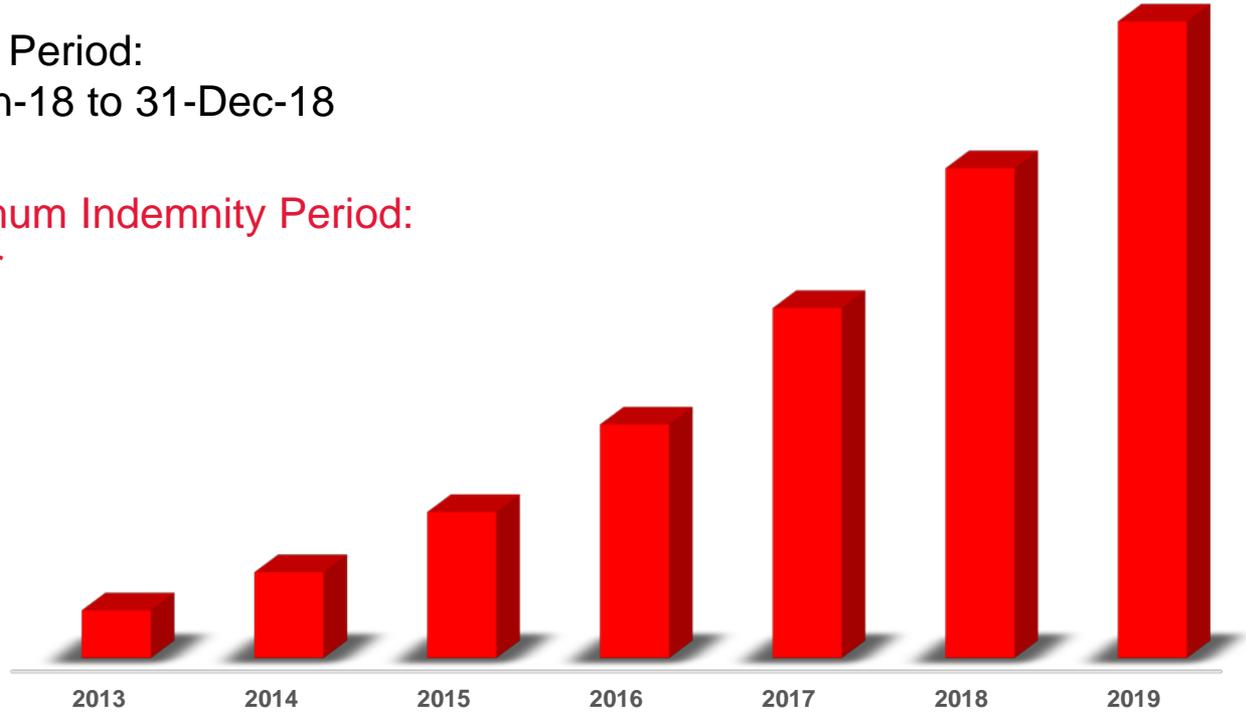
£2,850 in from customers
 £2,280 in from insurers
 (£3,595) out to subcon
 = £1,535 balance
 but balance should have been £2,280 k
 thus £745k shortfall

3. Performance Analysis



- Policy Period:
01-Jan-18 to 31-Dec-18

- Maximum Indemnity Period:
1 Year



Policy Period:

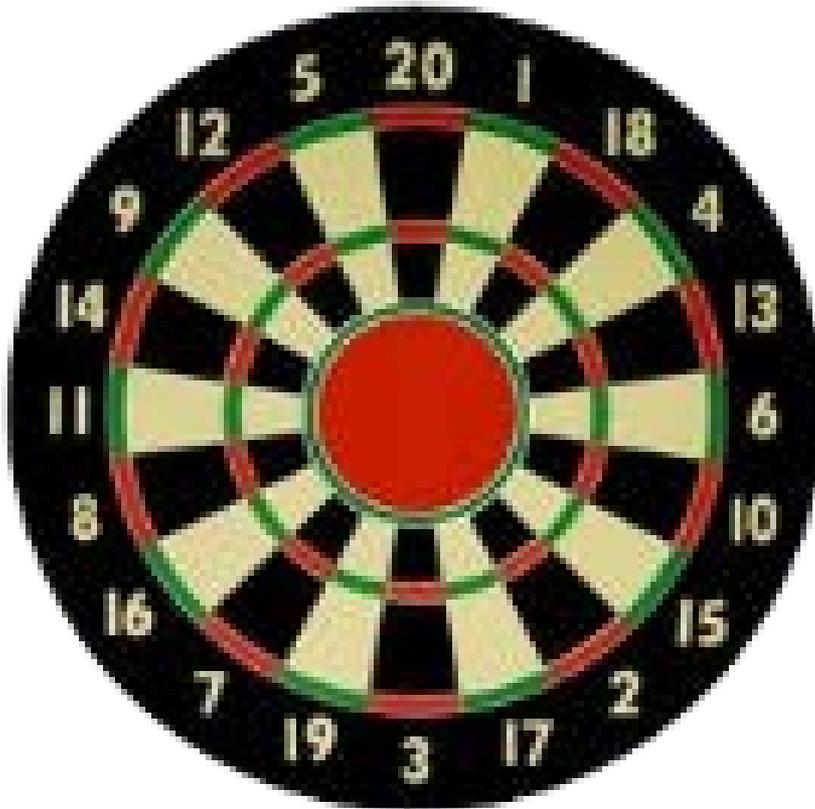


Potential BI Claim (Last day of policy):



4. Declaration Frequency

Declaration Linked Policies:



Give (usually) 33% margin of error on estimated gross profit

No underinsurance penalty (if within reason)

Regular declarations are to be made to Insurers

5. Rate of GP Calculation



Definition of Rate of Gross Profit:

Gross Profit earned on the Turnover and expressed as a percentage of Turnover, during the financial year immediately before the date of the Damage.

Definition of Gross Profit:

The combined value of the Turnover, closing stock and work in progress, less the combined value of opening stock and work in progress and Uninsured Working Expenses.

Definition of Uninsured Working Expenses:

Purchases of materials for production or re-sale (less any discounts received), plus discounts allowed, and any additional Uninsured Working Expenses stated in The Schedule.

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Our Equation So Far

$$\text{Rate of Gross Profit} = \frac{\text{Gross Profit}}{\text{Turnover}}$$

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Our Equation So Far

$$\text{Rate of Gross Profit} = \frac{(\text{t/o} + \text{CS} + \text{WIP}_{@cl}) - (\text{OS} + \text{WIP}_{@op} + \text{UWE})}{\text{Turnover}}$$

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Purchases of materials for production or re-sale (less any discounts received), plus discounts allowed, and any additional Uninsured Working Expenses stated in The Schedule.

Our Equation So Far

$$\text{Rate of Gross Profit} = \frac{(\text{t/o} + \text{CS} + \text{WIP}_{@cl}) - (\text{OS} + \text{WIP}_{@op} + [\text{Purchases} - \text{disc.rec} + \text{disc.allwd}])}{\text{Turnover}}$$

5. Rate of GP Calculation



Our Equation So Far

$$\text{Rate of Gross Profit} = \frac{(\text{t/o} + \text{CS} + \text{WIP}_{@cl}) - (\text{OS} + \text{WIP}_{@op} + [\text{Purchases} - \text{disc.rec} + \text{disc.allwd}])}{\text{Turnover}}$$

Turnover

Closing Stock

Work in Progress (@ closing)

Opening Stock

Work in Progress (@ opening)

Purchases

Discounts Received

Discounts Allowed

5. Rate of GP Calculation



<u>THE CROYDON MADE UP COMPANY LIMITED</u>		
<u>PROFIT AND LOSS ACCOUNT FOR THE YEAR ENDED 31ST DECEMBER 2015</u>		
	Notes	2015 £
TURNOVER		1,356,957
Cost of Sales		<u>832,669</u>
GROSS PROFIT		524,288
Administrative Expenses		<u>284,539</u>
OPERATING PROFIT	2	239,749
Interest receivable and similar income		<u>0</u>
PROFIT ON ORDINARY ACTIVITIES BEFORE TAXATION		239,749

Rate of Gross Profit (according to accounts): 38.6%

5. Rate of GP Calculation



THE CROYDON MADE UP COMPANY LIMITED

TRADING & PROFIT & LOSS ACCOUNT FOR THE YEAR ENDED 31ST DECEMBER 2015

	2015	
	£	£
Turnover		1,356,957
Cost of Sales		
Opening stock	69,000	
Purchases	423,659	
Discounts received	(13,569)	
Direct production costs	38,362	
Salaries	270,565	
Social security	32,659	
Marketing and promotion	4,609	
Discounts given	54,784	
Carriage	5,600	
Closing stock and work in progress	(53,000)	832,669
Gross Profit		524,288

5. Rate of GP Calculation

THE CROYDON MADE UP COMPANY LIMITED

TRADING & PROFIT & LOSS ACCOUNT FOR THE YEAR ENDED 31ST DECEMBER 2015

	2015	
	£	£
● Turnover		1,356,957
Cost of Sales		
● Opening stock	69,000	
● Purchases	423,659	
● Discounts received	(13,569)	
Direct production costs	38,362	
Salaries	270,565	
Social security	32,659	
Marketing and promotion	4,609	
● Discounts given	54,784	
Carriage	5,600	
● Closing stock and work in progress	(53,000)	832,669
Gross Profit		524,288

5. Rate of GP Calculation

<u>THE CROYDON MADE UP COMPANY LIMITED</u>		
<u>TRADING & PROFIT & LOSS ACCOUNT FOR THE YEAR ENDED 31ST DECEMBER 2015</u>		
	2015	
	£	£
● Turnover		1,356,957
Cost of Sales		
● Opening stock	69,000	
● Purchases	423,659	
● Discounts received	(13,569)	
● Discounts given	54,784	
● Closing stock and work in progress	(53,000)	480,874
Gross Profit		876,083

Rate of Gross Profit (according to policy): 64.6%

5. Rate of GP Calculation

Rate of Gross profit (Accounting Method)

38.6%

12m turnover: £1,400,000

Gross Profit at risk
according to method of
calculation: £540,400

Sum Insured on policy: £600,000

Rate of Gross profit (Policy Method)

64.6%

12m turnover: £1,400,000

Gross Profit at risk
according to method of
calculation: £904,400

Sum Insured on policy: £600,000

Adequacy: 66%



Policyholder will bear 34% of all losses

5 Placement Considerations

1. Maximum Indemnity Period
2. AICOW Cover
3. Performance Analysis
4. Declaration Frequency
5. Rate of GP Calculation

By attending this event you will gain a further understanding of:

- the various items and cover within a Business Interruption policy wording
- how to mitigate the risks of underinsurance
- the economic limits of Increased Cost of Working
- the benefits of Additional ICOW
- the importance of adequate indemnity periods
- the significance of 'know your customer'
- calculating an adequate sum insured with reference to company accounts



Rajen Rajput
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Digital Transformation -

growing your business through new technology

Mark Dearnley
CIO, Premium Credit



What is successful
digital transformation?

The 4 principles

- Understanding the needs of the user
- Technology is the enabler
- People make it happen
- Happy users drive growth

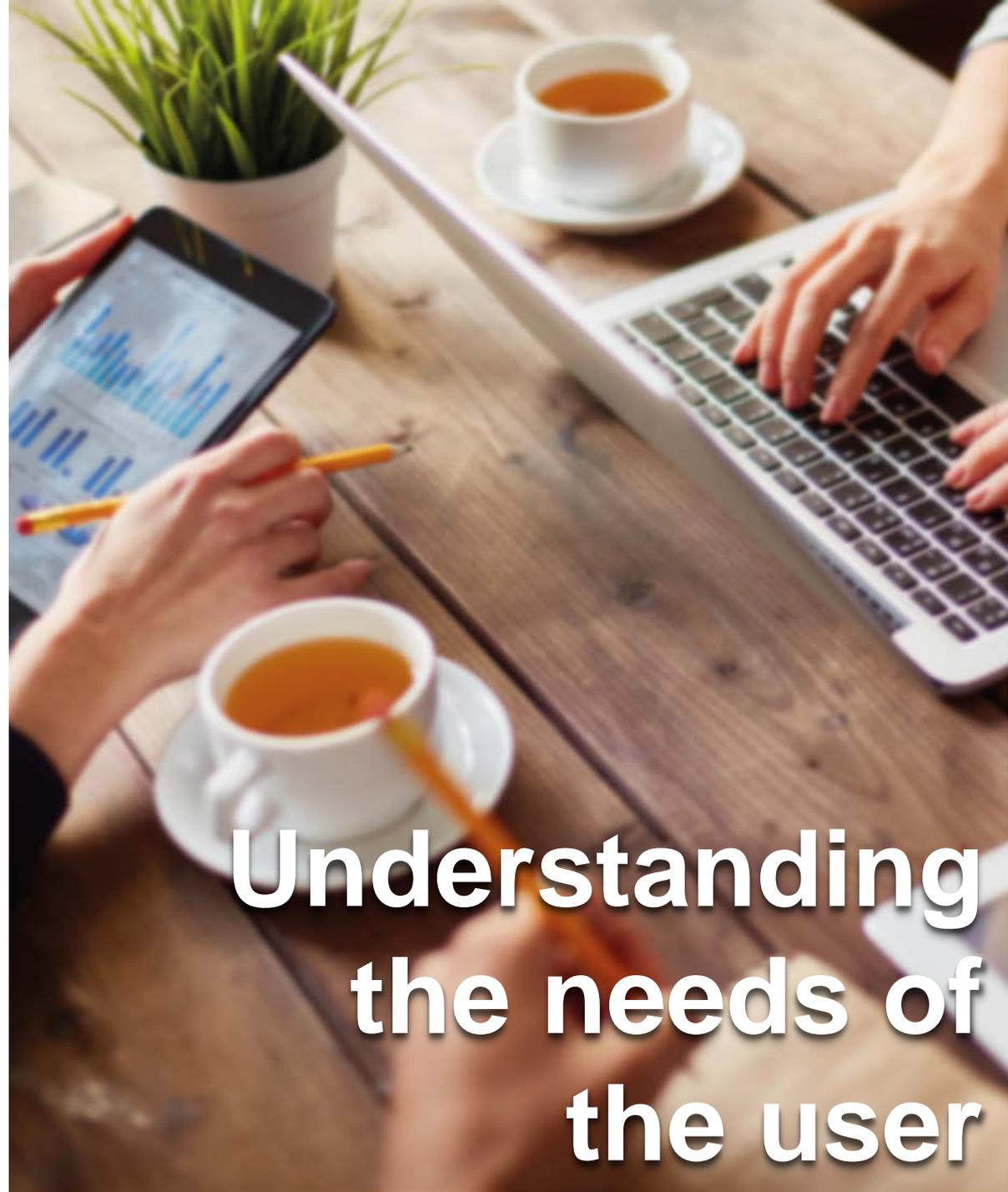
A photograph of a person's hands holding a smartphone over a dark wooden table. On the table, there is a laptop, a tablet displaying a website, and a glass of coffee. The text 'Successful digital transformation is based on 4 principles' is overlaid in large white font on the right side of the image.

Successful digital transformation is based on 4 principles

Understanding the needs of the user

Principle 1

- Define your place in the value chain
- Understand from customers what experience they want
- Regulatory change is an excuse to accelerate digital transformation
- Measure the results every day and adapt to the feedback



**Understanding
the needs of
the user**

Technology is the
enabler

Technology is the enabler

Principle 2

- Make it easy for users with great APIs, Portals and Apps
- Deal with legacy or the time bomb will explode!
- Security and resilience must be embedded from the start



Principle 2

Emerging technologies can accelerate the customer experience

- Robotics
- Real time analytics
- Machine learning
- Voice recognition
- Chat bots
- Cloud
- Blockchain

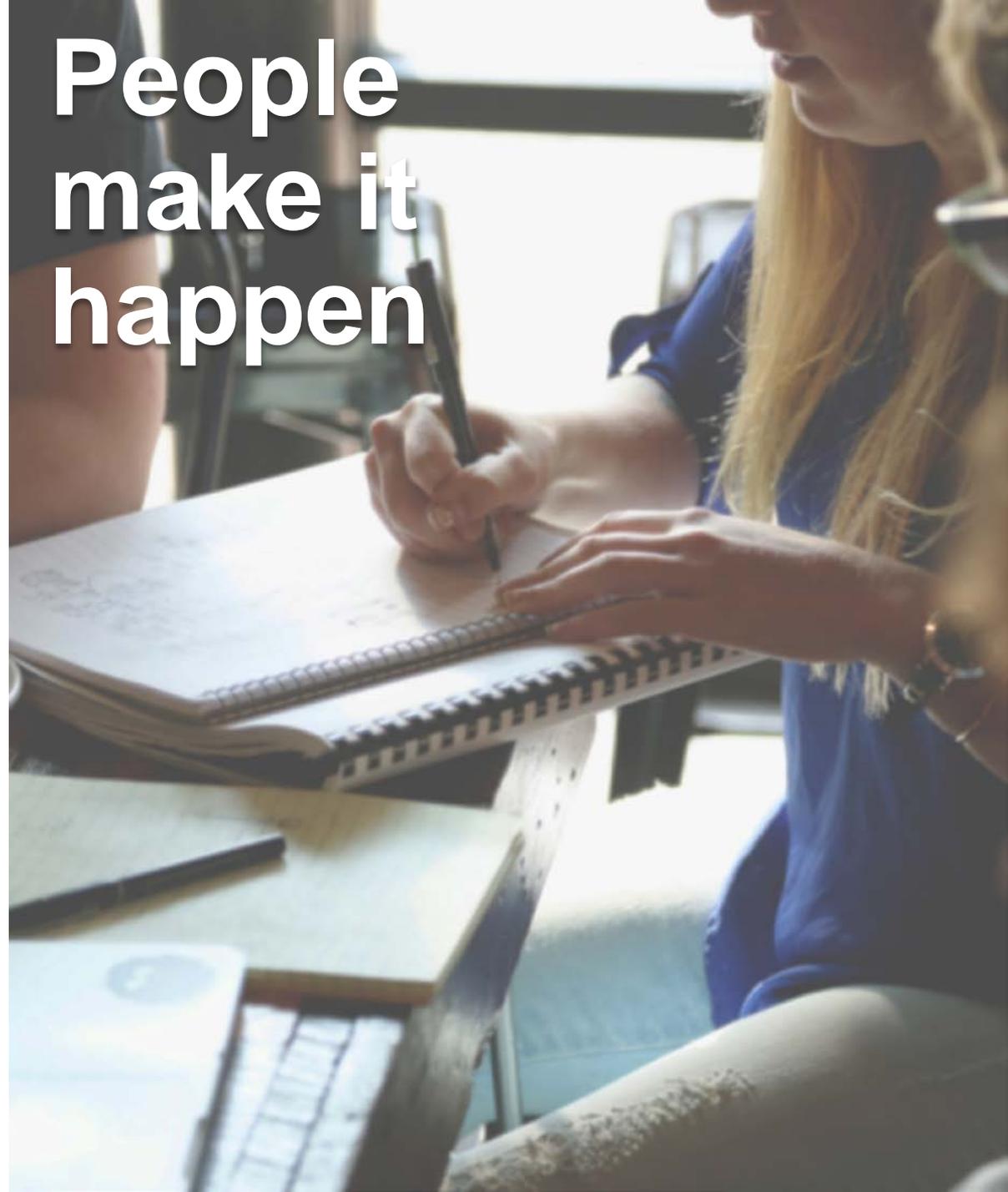
Technology is the enabler



People make it
happen

Principle 3

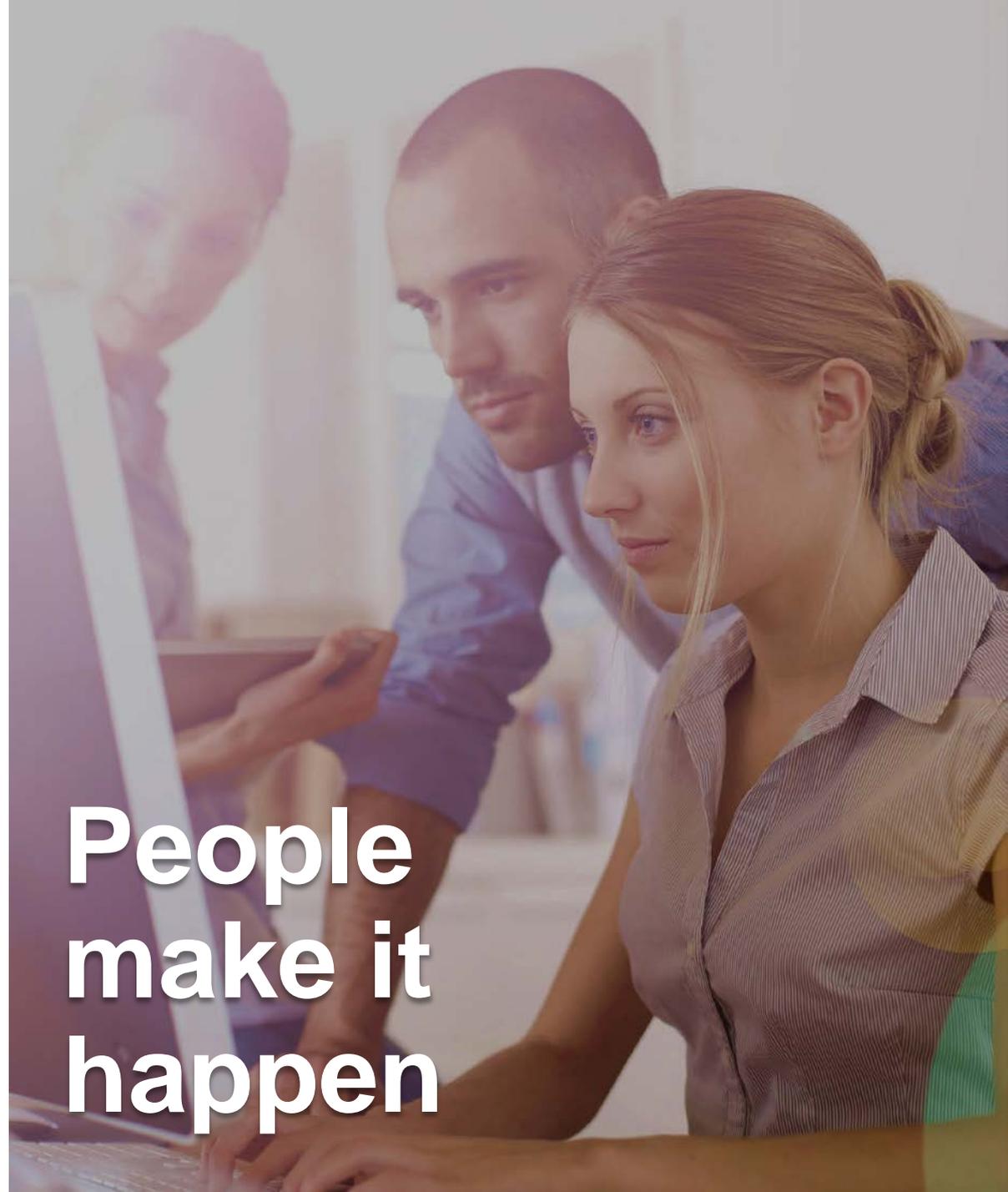
- Digital Transformation is cross business change not just something for IT
- Train and coach everyone involved
- Invest in the infrastructure; processes, tools, environments, location
- There is no single 'right way' - it has to work in your organisation



People make it happen

Principle 3

- Partnerships are also about people
- Suppliers need to be culturally aligned
- Disruptors can be an accelerator and a threat
 - InsurTech
 - FinTech
 - RegTech



**People
make it
happen**

Happy users drive
growth

Principle 4

- Users ultimately always have a choice
- You use the things you enjoy using
- Usage drives volume, volume drives growth
- Digital Transformation can help make your users happy!



**Happy users
drive growth.**

And finally...

And finally...

- Digital Transformation is high energy serial sprinting
- As soon as you think you are almost finished you need to begin again - the world keeps changing!
- Happy users will grow your business
- Good luck and have fun!





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Data Protection Reform – how ready are you?

Joe Orme

Associate Solicitor, Hill Dickinson LLP



Objectives (1)

- The General Data Protection Regulation (GDPR) – what is the rationale behind the change.
- Understand key terms in Data Protection Law.
- Key changes under the GDPR and how to apply them to your business.

Objectives (2)

- Apply your mind to any risk areas in your organisation ahead of the implementation date (25 May 2018).
- What can you do now to prepare?

The General Data Protection Regulation (GDPR) – rationale

- General message – more onerous obligations than Data Protection Act 1998
 - Great disparity between UK and other EU member states as to how personal data safeguarded
 - Harmonisation of data subjects' rights, security and sanctions
 - UK to implement changes post-Brexit through a new Data Protection Bill
- 

Jargon Buster (1)

- Personal Data
 - any information relating to an identified or identifiable natural person ('data subject');
 - an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person

Jargon Buster (2)

- Special categories of personal data (formerly sensitive)
 - Racial or ethnic origin
 - Political opinion
 - Religious or philosophical beliefs
 - Trade union membership
 - Genetic and biometric data used to uniquely identify a natural person
 - Health data
 - Sex life or sexual orientation

Jargon Buster (3)

- Controller
 - alone or jointly with others, determines the purposes and means of the processing of personal data
- Processor
 - processes personal data on behalf of the controller
- Consent
 - must be a freely given, specific, informed and unambiguous indication of the individual's wishes

Changes – right to be informed (1)

- Essentially through privacy notices that are already required.
 - Concise, transparent, intelligible and easily accessible
 - Written in clear and plain language, particularly if addressed to a child
 - Free of charge
- Code of practice sets out a layered approach

Changes – right to be informed (2)

- What you need to tell individuals depends on if you obtain information directly from them or not.
- Key points to cover:
 - Controller's and DPO's contact details
 - Purpose of and legal basis for processing
 - Details of transfers to third countries and the safeguards in place
 - Retention periods
 - Data subject's rights – including right to withdraw consent
 - Any automated decision making, any profiling and how they will be used to make decisions

Changes – right of access (1)

- Subject access request
 - The reason?
 - So that individuals are aware of and can verify the lawfulness of processing
 - Goodbye fee – cannot charge £10 as is the case under DPA
 - Provide requested data in 1 month (currently 40 calendar days)
 - Can extend time for providing information up to 2 months when requests are complex or numerous.
 - Individuals must be informed within one month that an extension is being applied and why

Changes – right of access (2)

- Request is manifestly unfounded or excessive:
 - May charge a fee
 - May not have to comply
 - Must tell the individual within one month why organisation is not complying and the right to complain to the ICO

Changes – data portability (1)

- New right
- Allows individuals to obtain and reuse their personal data
- Some organisations already have this agreed within sectors
- Applies to:
 - Personal data provided by the individual to the controller
 - Processing is based on the individual's consent or for the performance of a contract; and
 - Processing is carried out by automated means

Changes – data portability (2)

- Controllers must provide personal data:
 - In a structured;
 - Commonly used; and
 - Machine readable form.
 - Free of charge
 - Can be required to directly transmit the data to another organisation
 - Must respond without undue delay
 - If not responding, explain why within one month
- 

Changes – breach notifications (1)

- New obligation
- Must report a breach to ICO that is likely to risk the rights and freedoms of individuals
 - Report to ICO within 72 hours of breach
- Must report to individual concerned if there is a high risk

Changes – breach notifications (2)

- What do you need to include in your report?
 - ✓ The nature of the personal data breach including categories of individuals and personal data concerned
 - ✓ Details of point of contact at the controller (DPO?)
 - ✓ Description of likely consequences of the breach
 - ✓ What measures have been taken or proposed to be taken

Changes – accountability and transparency

- Data protection is no longer a tick box exercise
- Must be able to demonstrate compliance with the data protection principles. How?
 - Implement technical and organisation measures to meet compliance
 - Maintain documentation on processing so that it can be mapped
 - Use data protection impact assessments:
 - When using new technologies; and
 - Processing is likely to result in a high risk to rights and freedoms of individuals

Changes – mandatory Data Protection Officer (DPO)

- Good practice to have somebody in the organisation who “owns” data protection
- It is a mandatory requirement to appoint a DPO if:
 - Controller is a public authority
 - Organisation carries out large scale systematic monitoring of individuals or
 - Carries out large scale processing of special categories of data or data relating to criminal convictions

Changes - Consent

- Updated definition which requires a higher threshold.
 - Not the only condition for processing.
 - Must have the requisite consent for direct marketing.
 - Must evidence what consent was given, when and how it was obtained.
 - Must allow the right to withdraw consent and advise individuals about this.
- 

What can you do now? (1)

- Be aware of GDPR / reform developments
 - You will have time to comply
 - ICO website and legal news – abundance of current awareness and newsletters at your fingertips
- Be compliant with current legislation and ICO Guidance
 - ICO website – key for resources

What can you do now? (2)

- Know your data and how you use it
 - Compliance-gap analysis with current DPA regime and ICO Guidance
 - Will then enable analysis of how far away from GDPR-compliance your organisation is
- Audit consent
 - When do you seek it?
 - When do you rely on other conditions for processing?
 - Is it deficient?
 - High-risk areas e.g. direct marketing, inability to withdraw consent

What can you do now? (3)

- Audit how you allow individuals the right of access
 - What are your procedures?
 - How do they compare with obligations under GDPR?
- Risk areas:
 - Security
 - Your status – data controller or data processor?
 - International (including EU) transfers
 - Direct marketing
 - CCTV

What can you do now? (4)

- Designate a DPO
 - Do you need one? If not, consider implementing the position
 - Required if:
 - Regular and systematic monitoring of individuals on a large scale (e.g. online behaviour monitoring)
 - Carrying out large scale processing of special categories of personal data or data relating to criminal convictions/offences
 - Public authority
 - Give DPO specific training – box-ticking will not do

What can you do now? (5)

- Compliance training
 - Currently one of biggest failings yet one of easiest ways of raising awareness and reducing risk of breaches

Key points

- Keep your finger on the pulse
 - Obligations will increase
 - Act now
 - Don't panic - you are not alone!
 - Seek advice
- 



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The Importance of Listening

Richard Mullender



Mullender's Insights 2017

Richard Mullender



www.mullenders.org

 **mullender's**
learn with the hostage negotiator

my aim

to entertain

to challenge
you and make
you think

to teach you
something
you don't
know

listening

we listen for

facts emotions motivators values beliefs currency

to identify

levers-solutions

so we can

persuade-influence-manipulate-sell

the person/group to do or not to do what we want

while sounding like we are holding a normal conversation

the prerequisite of **success** 'effective listening'

definition:

effective listening is the **identification, selection** and **interpretation** of key words that turn **information** into **intelligence**.

intelligence is information that you use to **their** and **your** **advantage**.

it doesn't matter who?

taliban, bad man, mentally ill, suicidal, wife, child, business partner, colleague or other businessman

when you communicate your ideas clearly, specifically, visually in the context of the other person's values, beliefs and view of life, you significantly increase the credibility of your ideas

who are you talking to? - what's in it for them?

don't believe everything you have been told

concentrating
on body
language is a
waste of time

questions aren't
the best way to
obtain
information

you cannot walk
in someone
else's shoes

let the body fool the brain

get yourself in the right position

sit slightly forward with an open stance

keep your hands apart and open with your palms up

watch the person closely as it is imperative that when they turn to look at you they see you looking back

sit in the ten to two position and not face to face

by adopting this position the body tells the brain that the conversation is important (physiological)

the second 20 minutes

insight 3

my turn, your turn

nods of the head - smiles – hand gestures

and after that – and then – go on – tell me more – ok and

grunts and groans – and any old noise providing it is in the right place

keep them talking

tell me about the
one thing you
most like to do
outside of work
and why you like
it so much?

rules

no
questions

be kind

no
discussions

change
only when I
tell you

insight four: interpretation

allows you to test out what you think the other person means without offending them
puts the elephant firmly on the table

stating your impression

i get the impression...

i feel as if...

it sounds to me like...

it seems to me...

it appears to me...

i sense that...

allows you to address...

what you see

what you hear

what you think is really being said

without giving offence

all you are interested in is making money

he always get his way

all you ever make are promises

why do i need to repeat this again?

we all do a good job, it isn't just her

is this going to hurt?

interpretation

she let me get on with things

always there when I needed her

very inclusive

respected everyone's opinion

always quick to praise

she liked to have a plan in place

encouraged me to find the answer myself

created a really good atmosphere

made everyone feel special

she always wanted all the facts

just knew the answers

didn't do things by the book

interpretation

tell me about your best boss and why you liked working for them.

at the end of this conversation you are going to tell the person how you think they like to work

use both the techniques you have been shown so far

now task them using the information you have gained:

hi Richard, look we need to give this job to someone we can trust and who is able to get on with things and make decisions. We will of course be here to support you in every way we can and we know you are the right person for the job. You have consistently shown us how effective you are and amaze us with your ability to get the best out of people. So what we want you to do is

echoing

things have been difficult recently

I wanted to do well at school

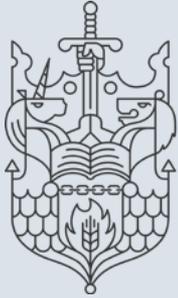
I needed to do well at school

I am determined to well at school

paraphrasing

shows a level of understanding
can be used as an introduction
gives you time to think
helps you get clarity
control of the meeting/conversation

how do you or will you know you are a success?



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Thank you for attending

