

Terms of Business

of Denis O. Brown & Associates Ltd, Osborne House, Alloa Road, Stirling FK9 5PN

Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to the following sections:

- The Section headed 'Your Responsibilities'
- The section headed 'The Processing of your Personal Data', specifically the sub-section titled 'Credit Checks'.

It is important, for your own benefit and protection, that you read these terms carefully.

These terms contain details of our statutory and regulatory responsibilities and your contractual obligations upon which we will rely. If you are unsure about any aspect of our Terms of Business, your responsibilities or have any questions regarding our relationship with you, please contact us for more information.

It is your responsibility to obtain authority to act for all joint policyholders and to keep them informed of matters relating to this agreement, if you require additional copies of this agreement, please let us know.

We may change the terms of this agreement from time to time to reflect changes in our services or where changes are required due to legal or regulatory developments. Where we make changes, we will tell you about them before any policy renewal.

How we are regulated

Denis O. Brown & Associates Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 171623.

Our permitted business is advising, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts and credit broking in relation to insurance instalment facilities.

You may check this on the Financial Services Register (<https://www.fca.org.uk/firms/financial-services-register>) or by contacting the FCA on 0800 111 6768.

Our Service

Our Commitment to You

We always aim to deliver good service and support when you need it and to treat you fairly in all our dealings with you. This means that we will always conduct our business with skill, care and integrity and we will not put ourselves in a position where our duty to you is compromised.

We will be transparent in all our dealings with you, always respect your confidentiality and deal with any complaints that may arise impartially and sympathetically.

Helping you to decide

Typically, our role is to advise you and, after we have assessed your needs, to make a suitable recommendation. In some circumstances we do not provide advice and we will therefore confirm in separate documentation whether or not any recommendation has been made before finalising your insurances. We will not, under any circumstances, guarantee the solvency of an insurer.

We do not provide advice in relation to any consumer credit products, our role is to introduce you to a lender/lenders who will provide you with the full information on the product you are choosing.

The capacity in which we act for you

In providing our service, we act as an insurance intermediary, not an insurer. We will usually act on your behalf when arranging your insurances, when helping you make any changes to your policy, when you renew your insurance and in the event of a claim.

If there are any circumstances where we act as an agent of the insurer, we will let you know the capacity in which we act before we finalise your insurance arrangements.

Our product range and the range of insurers used

Personal Insurances:

We select motor insurance and household products from a fair and personal analysis of the market.

We only offer annual travel and legal expenses insurance products from a limited number of insurers. You may ask us for a list of the insurers we deal with for this product.

We will not, under any circumstances, guarantee the solvency of an insurer.

Commercial Insurances:

We select commercial insurances from a range of insurers, but for certain products, we only select products from a limited number of insurers or only offer products from a single insurer, which means we do not give a personal recommendation on the basis of a fair and personal analysis. We will give you further information about this before we finalise your insurance arrangements.

Where we select products from a limited number of insurers you may ask us for a list of the insurers we deal with for these products.

If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance distribution activities. 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. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- 90% of the claim, without any upper limit.
- 100% of the claim without any upper limit for
 - compulsory classes of insurance (such as Third-Party Motor or Employers Liability); and
 - 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Please note that consumer credit activities are not covered by the Financial Services Compensation Scheme (FSCS). This means that in the event of our failure, you may not be eligible for compensation under the FSCS for any losses related to our consumer credit services (i.e., arranging premium finance).

Further information about compensation scheme arrangements is available from the FSCS on 0800

678 1100 (freephone) or 020 7741 4100 or www.fscs.org.uk.

How to make a complaint

We aim to always provide you with a high level of customer service. If however you are not satisfied, please contact 'The Complaints Officer' either in writing at the above address, marking your envelope private and confidential, by telephone on 01786 449966 or alternatively by email to office@denisobrown.co.uk.

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). For further information you can visit FOS website www.financial-ombudsman.org.uk.

Access to the FOS is available for complainants coming within one of the following categories at the time we receive their complaint:

- An individual customer - or joint customers - of a financial business that provided service or products in the UK.
- A 'micro-enterprise' with an annual turnover or balance sheet that does not exceed €2 million and fewer than ten employees
- A small or medium-sized enterprise (SME) with an annual turnover of no more than £6.5 million and fewer than 50 employees
- Charities with an annual income of less than £6.5 million.
- Trustees of a trust with a net asset value of less than £5 million.

Payment for our services

We normally receive commission from insurers, product providers and where applicable finance providers. If we do not receive commission from insurers or product providers, we will charge a fee of no more than 15% of the premium. On request, we will be pleased to provide information about any commission received by us in the handling of your insurances. If you are a Commercial Customer, in good time before the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be informed of the level of commission that we receive from underwriters. 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.

You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. Full payment of premium and fees is due before cover commences, or as otherwise stated under the terms of credit, or in the debit note, invoice or statement issued to you.

We have the option to charge you for handling your insurances, applicable charges are as follows:

- New Business: £30.00
- Renewal: £30.00

We also draw your attention to the sections headed 'Cancellation of insurances' and 'Ending your relationship with us'.

How we handle your money

Our financial arrangements with most insurance companies are on a 'Risk Transfer' basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your

insurance is arranged. However, if Risk Transfer does not apply, such monies will be held by us in a Statutory Trust Account set up in accordance with FCA rules. Interest earned on monies held in such a Statutory Trust Account will be retained by us.

For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer.

How to cancel your insurance

You should make any request for the cancellation of a policy to the contact details included within this Terms of Business, either by letter, e-mail to office@denisobrown.co.uk or by phone on 01786 449966, and where requested any relevant certificate of insurance must be returned to us or to the insurer concerned.

Your instructions will take effect from the date of receipt.

The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation before the policy expires.

Ending your relationship with us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty.

Your instructions must be given in writing and will take effect from the date of receipt. You can contact us using either the above address or alternatively by email to office@denisobrown.co.uk.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

Your responsibilities

If you are a consumer, you are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy.

If you fail to disclose information or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

If you are a commercial customer, you have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information.

This should include information which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstances are:

- Special or unusual circumstances relating to a risk.
- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size and complexity of your business and allow yourself sufficient time before your renewal date to consider and/or assess your insurance requirements.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of the claim on that basis.

You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy or mean that claims may not be paid.

Our aim is to provide you with your policy documentation in a timely manner confirming the basis of cover and giving details of the insurer(s). You should examine any insurance documents we send you very carefully to ensure that they meet your requirements. If you believe they are incorrect or inadequate for your needs, you must advise us immediately.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

If you are unsure about any matter, please contact us for guidance.

How we process your personal data

In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data, we comply with statutory data processing requirements as set out by the Data Protection Act 2018 and the UK-retained provisions of the EU General Data Protection Regulation (UK GDPR). The personal data we will collect will include information relating to your name, address, date of birth and contact details. In some cases we may collect information relating to your health, motoring convictions and criminal offences.

We will process your data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances and arranging premium finance where applicable. Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual

interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by emailing office@denisobrown.co.uk.

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm or other firms associated with us, with other authorised third parties and product and service providers such as insurers and premium finance providers where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact our Data Privacy Representative by emailing office@denisobrown.co.uk or by writing to Denis O. Brown & Associates Ltd, Osborne House, Alloa Road, Stirling, FK9 5PN or by telephoning 01786 449966. How we process your personal data is detailed further within our privacy notice which can be found on our website at <https://www.denisobrown.co.uk/privacy-notice/>.

Credit Checks

We, and other firms involved in the arranging of your insurance (insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

How we manage any conflict of interests

Occasions can arise where we, or one of our associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

How to make a claim

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.

Combating Financial Crime

We are obliged to conduct reasonable due diligence to protect you and us against the risk of financial crime. We may require you to provide evidence to assist us with verifying your identity and any payment details you provide to us to ensure that the transactions that we conduct on your behalf are legitimate.

Neither party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any applicable anti-bribery laws (including the Bribery Act

2010). We are obliged to report evidence or suspicion of financial crime to the relevant authorities at the earliest reasonable opportunity and may be prohibited from disclosing any such report to you.

We shall not provide any services, provide any benefits, or make any payments to any client that is the subject of any trade and economic sanctions or embargos or provide services to any client located, organised in or resident in a country or territory that is the subject of comprehensive country sanctions.

We will carry out checks of the consolidated list of financial sanctions targets designated by the United Nations, The European Union and the United Kingdom and maintained by the Office of Financial Sanctions (OFSI) for all customer transactions. If sanctions apply we are obliged to report the transaction to the relevant authorities and, in such cases, we shall not make any further payments or process already notified claims and insurers may invoke cancellation rights to terminate affected insurance contracts.

Other matters

Communication

If you communicate with us via electronic means, including e-mail, we shall take this as your consent to receiving all information from us using the same communication method. However, we will be happy to provide you with any information in a paper format if you request this.

Third Party Rights

Other than where it is stated elsewhere in these terms of business, a person who is not a party to this agreement shall not have any rights under or in connection with it.