

Omni Davis Insurance Brokers is a trading name of Omni (Brokers) Limited which is wholly owned by PB Davis Insurance Services UK Limited

◆ **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 section headed 'Use of personal data' and specifically the paragraph explaining how 'sensitive personal data' will be used;
- The section headed "credit checks", and
- The section headed 'Handling money', which explains our terms for handling client money in a Non-Statutory Trust account

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at Unit B1A, Maven House, Rudford Industrial Estate, Ford, Arundel, West Sussex, BN18 0BF.

◆ **The Financial Conduct Authority**

Omni (Brokers) Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 116614.

Our permitted business is introducing, advising, arranging, dealing as an agent and assisting in the administration and performance of general insurance contracts. You may check this on the Financial Services Register by visiting the FCA's website, www.fsa.org.uk/register/ or by contacting the FCA on 0800 111 6768.

◆ **Our service**

- Helping you to decide

Our role is to advise you and, after we have assessed your needs, to make a suitable recommendation.

- The capacity in which we act for you

In providing our service, we may sometimes act as an agent of the insurer. We will confirm the capacity in which we will act for you before undertaking any relevant transactions on your behalf.

- Our product range and the range of insurers used

We select personal and commercial insurances from a range of insurers, but for certain products, we only offer products from a single insurer. 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.

We will not in any circumstance guarantee the solvency of any insurer.

◆ **Complaints and compensation**

We aim to provide you with a high level of customer service at all times but, if you are not satisfied, please contact us:

- in writing: Write to The Customer Services Manager at the address shown previously in this document.
- by telephone: 01243 864018
- by email: mail@omnibrokers.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 (except in the case

of a business employing 10 persons or more and with a turnover or annual balance sheet total exceeding €2M, a charity with an annual income of £1M or more or trustees of a trust with a net asset value of £1M or more).

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. If you are eligible to claim from the FSCS, compensation is available as follows:

- Insurance advising and arranging is covered for 90% of the claim, without any upper limit
- For compulsory classes of insurance (such as Third Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim without any upper limit

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or www.fscs.org.uk

◆ **Payment for our services**

As insurance brokers payment for our services may take the form of commission from insurers or as a fee agreed with you or a combination of the two. 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.

In addition to the amount charged by insurers we also may make charges to cover the administration of your insurance. Any applicable Insurance Premium Tax will be shown on the documentation we provide you.

Cancellations – in some circumstances we and/or insurers may retain part or all of the premium, commission and/or fees charged at inception or renewal of your policy

Issuing duplicate documentation - £10.00

Copies of personal data we hold - £10.00 per request

New business, Mid Term changes or Renewal - £15.00
OR

Where we arrange low or non-commission paying products, we will charge an arrangement fee not exceeding 20% of the premium but subject to a minimum of £25.00, and will advise you of the actual amount at the time of quotation or renewal.

All fees are non refundable

These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product. Where you choose to pay your premium by instalments, we may use a scheme operated by your insurer, or we may use a single Finance Provider and we may receive a commission for introducing you to them.

You will receive confirmation from us 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 or changes are concluded. Full payment of premium and fees is due before cover commences, or as otherwise stated under terms of credit, or in the debit note, invoice or statement issued to you.

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

◆ **Handling 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. We may transfer client money to another person, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf through that person. We do however still remain responsible to you in respect of your money.

You will be notified if Risk Transfer does not apply and such monies will then be held by us in a Non-Statutory Trust account pending payment.

The establishment of the Non-Statutory Trust account follows FCA rules introduced to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally.

A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. Interest earned on monies held in such a Non-Statutory Trust account will be retained by us

◆ **Cancellation of insurances**

You should make any request for the cancellation of a policy in writing and any relevant certificate or schedule of insurance must be returned to us or to the insurer concerned.

Consumers (that is persons who have bought insurance for purposes not connected with their business, trade or profession) have a 14 day "cooling off period" in which they can cancel their policy from the day the policy is sold or the date they receive their policy documentation, whichever is the later.

If you choose to cancel within the 14 day cooling off period you will be charged by the insurer for the period that you were temporarily covered and we will retain any fee charged by us at inception or renewal of your policy

In the event of cancellation, charges for our services will apply in accordance with the 'Payment for our services' section. 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. You will be advised should this be the case

There will be no refund of fees charged by us

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

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**

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 are a commercial customer, please be reminded you are responsible for providing the complete and accurate information which insurers require at inception, renewal and throughout the life of a 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. 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.

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.

◆ **Use of personal data**

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances it will be necessary for us to pass such information to insurers and other product or service providers which may also provide us with business and compliance support.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We will not otherwise use or disclose the personal information we hold without your consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information, you signify your consent to its being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data for which you will be charged a fee of £10. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to The Customer Services Manager at the address noted above.

◆ **Credit checks**

We, and other firms involved in arranging 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.

◆ **Conflict of interests**

Occasions can arise where we, or one of our 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.

◆ **Claims handling arrangements**

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.

◆ **Governing Law**

These terms are governed by and constructed in accordance with the Laws of England & Wales and the parties submit to the exclusive jurisdiction of the courts of England & Wales