

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',
- The section headed 'Client Money', which explains our terms for handling client money in a Non-Statutory Trust account,
- The section headed 'Information and Changes We Need to Know About', and
- The section headed 'Limit of Liability'.

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 1 Grooms Court, Billingshurst, RH14 9EU.

#### **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 FCAs website, [www.fsa.org.uk/register/](http://www.fsa.org.uk/register/) or by contacting the FCA on 0800 111 6768.

#### **Our Services**

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

When you speak to one of our advisors about taking out, amending or renewing your policy, then you are doing so on an advised basis. This will include the provision of advice and recommendations where appropriate, to ensure insurance discussed is suitable for your needs.

We offer a wide range of products and our services may include:

- Advising on and recommending insurance cover following an assessment of your demands and needs,
- Negotiating terms on your behalf with insurers,
- Providing you with sufficient information so you can make an informed decision as to which policy you want,
- Making arrangements with the insurer for your policy to start, and
- Helping you with any on-going changes you have to make and providing assistance should you need to make a claim.

We will confirm which one of these applies before we arrange your insurance contract. A list of the insurers considered will be available on request.

Any information we provide on insurance regulatory and tax issues will be based on information available publicly and our experience from working on similar matters for other clients. We are not qualified to provide, and will not provide, legal, accounting, professional valuations, regulatory or tax advice. We recommend that you obtain your own advice on such matters from relevant professional advisers.

As part of our negotiations with insurers on your behalf, we may on occasion be able to obtain more favorable terms and conditions for your placement by providing insurers with certain types of information. Where we believe your interests would be advanced by doing so, you authorise us to do the following:

- At the outset of the negotiations, to provide insurers with the terms of the expiring policy, including pricing, and/or a pricing objective for your placement,
- During negotiations, to provide one or more insurers with the terms of a quote received from another insurer, where in our judgment doing so may lead to improved terms for you, and
- At the end of negotiations, to provide one or more insurers with an opportunity to submit an improved quote after all other quotes have been

received.

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: 01403 785775

By email: [info@omnidavis.co.uk](mailto:info@omnidavis.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 cases of a micro-enterprise employing more than 10 persons and with a turnover or annual balance sheet total exceeding €2M or SMEs with an annual turnover greater than £6.5M and either a balance sheet of more than £5M or more than 50 employees, 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](http://www.fscs.org.uk).

#### **Payment for Our Services**

As insurance brokers, payment for our services may take the form of commission from insurers, an administration 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. Any applicable Insurance Premium Tax will be shown on the documentation we provide you.

Our administration charges:

- New business, Mid Term changes or Renewal: £15.00
- Cancellation: £15.00
- Issuing duplicate documentation: £10.00
- Subject Access Requests: 1<sup>st</sup> issue free of charge, £10.00 for further copies of the data originally provided under the SAR

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.

Cancellations – If you make any change or cancel your policy mid-term which results in a return of premium, we will retain any commission and/or will charge a fee to cover our administration and advisory costs. This amount will be advised to you during the transaction process.

In some circumstances insurers may retain part or all of the premium when cover is cancelled or amended, and you will be advised of when this applies prior to taking out the cover.

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.

#### **Premiums**

You must settle the premium(s) due in cleared funds in accordance with the amounts and payment dates specified in our correspondence with you. Failure to meet the payment dates may lead to insurers cancelling your policy, thus leaving you without insurance cover. Please note that where insurers have specified that the premium must be settled by a certain date (i.e. 'premium payment warranty'), failure to comply can result in the automatic termination of your insurance contract.

Premiums can be settled directly with the insurer or in many cases can be paid by premium finance (see section "Premium Financing") or paid to us (see section "Client Money"). Please also note that your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

#### **Premium Financing**

For the purposes of arranging premium finance, Omni (Brokers) Limited acts as a credit broker and in arranging premium finance, we are acting on behalf of and owe a duty to the premium finance provider. We work exclusively with Close Brothers Limited, trading as Close Brothers Premium Finance ('Close') to provide a premium finance facility to our insurance clients – a loan with Close is designed for the repayment of insurance premiums only. We will provide you with information about this payment option on a non-advised basis – i.e. we are not providing you with advice as to the choice of finance provider or the suitability of the premium finance product and you will need to make your own decision about whether to proceed. If you do elect to finance your premium payments via Close, Omni (Brokers) Limited will receive a commission in return for the work that it undertakes on behalf of the finance provider. Acceptance is subject to status and terms & conditions apply and Close may undertake an enquiry with a credit reference agency such as Experian when you make an application. The credit reference agency will add details of the search and the application to their record about you whether or not the application proceeds. Further details will be provided when an application for finance is made. Insurers own credit facilities may also be available if appropriate.

#### **Client Money**

If we hold money on a client's behalf, it will be held in a trust fund that is separate from our own cash assets. These separate trust fund arrangements are commonly known as 'client money'. If we were ever unable to pay our debts, then those to whom we owe money (our creditors) should not be able to make claims on our client money in the separate trust funds as it does not form part of our own cash assets.

The trust arrangement we use for client money is known as a Non-Statutory Trust. Here, we may use premiums and claims monies we receive

to cross-fund clients' premiums and claims; for example, we may pay a premium on to an insurer before we have received it from the client if we believe it is in the best interests of that client.

We have agreements with some insurers (known as 'risk transfer agreements'). Under these risk transfer agreements, the insurers agree that they are responsible to you for any premium that you have already paid to us and that they remain responsible for any premium refunds or claims payments until the premium refund or claim payment is received by you. In this case we may hold client money due to or from the insurers in the same trust fund.

Where we do not have risk transfer agreements in place with insurers the client money we hold will still be protected within the Non-Statutory Trust but will be known as 'non risk transfer' client money. Non risk transfer clients have priority over insurers to the money in the trust fund as insurers granting risk transfer have agreed to subordinate their interests in the trust to those of Omni (Brokers) Limited's non risk transfer clients.

We do not use client money to pay ourselves commission before we receive your premium.

When we hold client money on trust for you this gives rise to fiduciary duties upon us that will not be discharged until the client money is deemed to have reached the insurer or product provider (as detailed above, this is when we receive premium in the case of risk transfer agreements).

The FCA requires all client monies, including yours, to be held in a trust account, the purpose of which is to protect you in the event of our financial failure since, in such circumstances; our general creditors would not be able to make claims on client money as it will not form part of our assets. We hold all client monies with one or more approved banks, as defined by the FCA, in a Non-Statutory Trust bank account in accordance with the FCA client money rules. Under these arrangements, we assume responsibility for such monies and are permitted to, and may:

- Use such monies received on behalf of one customer to pay another customer's premium, before the premium is received from that other customer.
- For the purpose of effecting a transaction on your behalf, pass your money to another intermediary, including those resident outside the UK who would therefore be subject to different legal and regulatory regimes. In the event of a failure of the intermediary, this money may be treated in a different manner from that which would apply if the money were held by an intermediary in the UK. Please inform us if you do not agree to this.

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.

#### **Claims Handling Arrangements**

As part of our service, whilst we are your appointed broker, we will help you submit a claim on your policy to your insurer but it remains your responsibility to have read, understood or queried all documentation upon receipt.

All incidents that could possibly give rise to a claim must be notified to us or your insurer in accordance with the terms of your policy and a claim form completed where required. If you are unsure whether a matter constitutes a claim or not, please contact us and we will advise you. A delay in notifying a claim and/or completing required forms will risk a loss where you/the policyholder may suffer not being paid in part or in full. You should not, however, admit liability or agree a course of action, other than emergency measures carried out to minimise the loss, until you have agreement from your insurer.

#### **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.

#### **Insurers**

It is our normal practice to assess on a regular basis the financial strength of the financial institutions that we introduce to our clients. This process involves monitoring the financial ratings applied by independent rating agencies such as Standard & Poor's and Moody's along with other publicly available information. The ratings applied to each firm are a reflection of the agencies' views on the medium to long-term ability of each firm to meet its obligations to its policyholders. Where an insurer achieves or exceeds our minimum requirements, we place it on our acceptable list. It should be noted that whilst we take every care to promote only the strongest institutions, we are unable to guarantee the financial strength of any insurance company.

#### **Quotations**

Quotations are valid until the date cover commences up to a maximum period of 30 days, unless otherwise stated. Specimen policy wordings are available upon request.

#### **Your Responsibilities**

You have a duty under the Insurance Act 2015 to make a 'fair presentation of the risk' to your insurers. This duty requires you to disclose all 'material' information, facts and circumstances; to do so in a manner which is 'reasonably clear and accessible', and not to make any misrepresentations.

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 insurers 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.

**Failure to comply with your duty of fair presentation could prejudice your right to recover in the event of a claim or enable insurers to apply additional terms to your policy from the date it started, or even to 'avoid' your policy (i.e. cancel it from the start, without refund of premium) and treat as if it never existed.**

#### **Awareness of Policy Terms & Conditions**

When your policy is issued, you are strongly advised to read it carefully as it is that document, along with the schedule/certificate, that details the policy terms and conditions of the insurance contract you have purchased. You should make sure the documents are accurate and contact us if they contain any errors. If you are in any doubt over any of the policy terms or conditions or you do not understand them, please ask a member of our staff for further clarification.

#### **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 2018 and GDPR regulations. 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 it 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. 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.

#### **Data Protection**

The parties both warrant that they will observe the provisions of the applicable UK law (including the Data Protection Act 2018), EU law (including the General Data Protection Regulation (Regulation (EU) 2016/679)) and any other data protection laws, applicable to any services provided under or in connection with these Terms of Business.

To provide our services, we will collect and use information about individuals such as their name and contact details, as well as special categories of personal data (e.g. health information) and information about criminal convictions and offences. The purposes for which we use personal data may include arranging insurance cover, handling claims, for crime prevention and detection and for marketing. More information about our use of personal data is provided in the Omni (Brokers) Limited

Privacy Notice available at [www.omnidavis.co.uk](http://www.omnidavis.co.uk). You can also request by contacting [info@omnidavis.co.uk](mailto:info@omnidavis.co.uk). We recommend that you review this notice.

Providing the services may involve the disclosure of personal data to third parties such as insurers, reinsurers, loss adjusters, premium finance providers, sub-contractors, our affiliates and to certain regulatory bodies who may require your information themselves for the purposes described in the Omni (Brokers) Limited Privacy Notice. Depending on the circumstances, the use of personal data described in this notice may involve a transfer of data to countries outside the UK and the European Economic Area that have less robust data protection laws. Any such transfer will be done with appropriate safeguards in place. We will maintain data security procedures designed to protect against loss or compromise of personal data.

Use of personal data based on consent: in some circumstances, we may need to collect and use special categories of personal data where your consent to our use of this information is necessary for us to provide you with the relevant services, this consent may be withdrawn at any time, but if it is we may be unable to continue to provide our services and this may mean that we are unable to process an enquiry or claim or that the applicable insurance cover will stop.

Where you are providing us with information about a person other than yourself, you agree to notify them of our use of their personal data and, where necessary obtain their consent to our use of certain special categories of personal data. You agree that our provision of the services to you is conditional on you providing such notices and obtaining such consents. Where the consent of such third party is required, they may withdraw any such consent at any time but if consent is withdrawn then we may be unable to continue to provide services to them (and possibly you), and this may mean that we are unable to process enquiries or claims or that the relevant insurance cover will stop.

Where you have consented or we are otherwise legally permitted to do so, from time to time we may send you information about products or services offered by Omni (Brokers) Limited and/or our affiliates either by post, telephone or e-mail and if the product or service is offered by one of our affiliates, we may pass your contact details to them so they can contact you directly. If you would not like us, or any of our affiliates, to send you this type of information, please advise your usual contact.

#### **Confidentiality**

We will keep your information confidential. However, in the normal course of business and in acting on your behalf we may disclose your information to our employees, agents, outsourcers, premium finance providers, affiliates or sub-contractors or to insurers and their agents. We may also have to disclose your information pursuant to legal or regulatory requirements including, but not limited to, requests meeting the requirements under the Third Parties (Rights Against Insurers) Act 2010. Any disclosure to any other third party will only be made with your prior written consent.

We will be entitled to use information in relation to your insurance, on a de-identified and/or aggregate basis, when dealing with insurers on other risks on behalf of policyholders other than yourself. This confidentiality commitment to you does not apply to information lawfully in our possession or in the public domain.

#### **Renewals**

The information you have previously provided to us is what your insurance cover has been based on. Renewals are invited on the basis that there have been no changes in the risk or item being insured, other than those specifically notified to us or your insurers (see section "Your Responsibilities"). It is very important that you check this carefully and confirm it remains accurate and complete. You should contact us immediately if the information is incorrect or if your circumstances have changed so we can update your details. Failure to notify us or your insurer of any incorrect information or change in circumstances may lead to your policy being cancelled or your claim rejected or not fully paid.

#### **Work Product**

We disclaim all responsibility for any consequence whatsoever should a third party rely upon any report, letter, information or advice we provide to you without our prior written consent that such third party may do so.

#### **Limit of Liability**

Omni (Brokers) Limited aggregate liability on any basis (including, for example, for breach of contract or negligence), arising out of or in connection with these Terms of Business shall be limited in total: (i) for insurance broking services to the amount of £5,000,000 & £2,000,000 in respect of previous financial services work carried out historically; OMNI (Brokers) Limited shall not be liable to you in any circumstances for any special, indirect or consequential loss. These provisions shall not apply to (i) any liability which cannot lawfully be excluded or limited; and (ii) any client defined as a consumer (i.e. a person acting for purposes outside their trade, business or profession).

#### **Entire Agreement**

These Terms of Business set out the entire understanding of the parties in relation to the matters that they deal with and supersede and invalidate all previous letters, agreements and understandings (oral or written) in relation to those matters.

#### **Variation and Amendments**

No variation of these Terms of Business shall be effective unless it is in writing. We have a right to amend these Terms of Business by sending you either a notice of amendment in writing or a revised Terms of Business. We will give you at least 30 days' notice of any changes or additions. You may end this contract at any time by giving 14 days' notice in writing as per the termination terms.

#### **Termination of these Terms of Business**

These Terms of Business may be cancelled by either party by giving 14 days' notice in writing to the other. You will remain liable to pay for any transactions of adjustments effective prior to termination and we shall be entitled to retain any and all commission or fees payable in relation to insurance cover placed by us prior to the date of written termination of our authority to act on your behalf.

#### **Third Party Rights (excluding rights under the Contracts (Rights of Third Parties) Act 1999)**

Except as expressly provided in these Terms of Business, a person who is not a party to these Terms of Business shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Business. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Terms of Business are not subject to the consent of any other person.

#### **Money Laundering Regulations and Proceeds of Crime Act**

You agree to provide such evidence and information about your identity, and that of your associates, as we may reasonably require in order to comply with our obligations under money laundering legislation and regulations and associated Proceeds of Crime Act. We are obliged to report to the National Crime Agency and/or appropriate law enforcement agencies any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

#### **Anti-bribery and Corruption**

The parties agree that Bribery, as defined under the Bribery Act 2010, is prohibited. It is therefore agreed that neither party will request, accept, offer or provide any payment or other advantage, to or from any person, which, in the absence of documentation to demonstrate otherwise, can be perceived as capable of influencing any person connected with the activities of either party to act improperly in contravention of the Bribery Act 2010. It is also agreed that neither party will offer or provide payments or any other advantage to a government official or worker, in any country, with the intention to influence such official or worker in their capacity as such, and to obtain or retain a business advantage.

#### **Economic or Trade Sanctions**

Notwithstanding the termination terms, we reserve the right to suspend or terminate these Terms of Business (in whole or in part) where we believe performance could be a breach of applicable economic or trade sanctions. We will not provide insurance or reinsurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose us or our affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

#### **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.

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