

TERMS OF BUSINESS & STATUS DISCLOSURE

INTRODUCTION

Please read this document carefully. It sets out the terms on which we agree to act for you and contains details of our regulatory and statutory responsibilities. Please contact us immediately if there is anything in these terms of business which you do not understand.

We specifically draw your attention to the following sections:

- The Duty of Disclosure
- Premium Payment and Cancellation
- Client Money Arrangements

INFORMATION ABOUT US

We are Lochain Patrick Insurance Brokers Limited, Number One Minster Court, Mincing Lane, London, EC3R 7AA; an independent insurance intermediary and Lloyd's broker.

We are authorised and regulated by the Financial Conduct Authority ("FCA"); our permitted business is arranging general insurance contracts. Our FCA Register number is 309344. These details can be checked on the Financial Services Register by visiting the website <https://register.fca.org.uk> or by contacting the FCA on +44(0)845 606 1234.

As part of our commitment to providing an excellent level of service, we will comply with the FCA regulations relevant to an insurance broker, which requires us to:

- Conduct our business with integrity, pay due regard to your interests and treat you fairly.
- Conduct our business with due skill, care and diligence.
- Pay due regard to your information needs and communicate information to you in a way which is clear, fair and not misleading.
- Manage conflicts of interests fairly. These could arise between both you and ourselves and/or you and another Client.

Our Services

As an independent insurance broker, we act as your agent.

We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for, and owe duties of care to, other parties. We will advise you when these circumstances arise so that you are aware of any conflicts of interest that might arise and we will manage these fairly.

Where there are reasons why an analysis of the market is not undertaken we will inform you accordingly.

Our services include (but are not restricted to): advising on your insurance needs; arranging your insurance covers with insurers to meet your requirements; helping you with any ongoing changes you have to make and providing you with assistance to submit a claim and seek settlement, as required.

Only upon receipt of your instructions can we place cover for you.

Cover is not in place until we have confirmed it to you in writing or we have issued a cover note.

Relationships

We are a privately owned insurance intermediary. We will also advise you if we have any conflict of interests regarding the services we provide to you.

Remuneration

The method of remuneration for our services to our clients is normally either in the form of a proportion of the insurance contract premium, which is set by Underwriters and known as the commission or brokerage; and/or a fee previously agreed with you. We reserve the right to charge for our services should you cease to be our client but wish us to continue to act on your behalf.

Client Money

Client money is money that we receive and hold in the course of carrying on insurance mediation on behalf of our clients or which we treat as client money in accordance with the requirements of the FCA's client money rules.

Risk Transfer (Money held as an agent of an Insurer)

We have agreements in place with certain insurers, which permit us to act as their agent in handling premium payments, claims payments and premium returns. In these circumstances insurers – through the agency agreement – grant what is called 'risk transfer'. This means that when you pay a premium to us, the insurer deems this to be payment to them. It is important to note however that claims and return premiums paid by insurers through us will not be deemed paid until received by you.

It is possible that on any risk placed by us that there could be a combination of insurers who have granted risk transfer and those who have not. If you wish to know the position on any particular placement please advise us.

Non Statutory Trust

We keep client money with the Royal Bank of Scotland plc; it is separate from our own money and subject to a non statutory trust as prescribed by the FCA. This means that we are entitled to and may use client money held on behalf of our client to pay another client's premium before the premium is received from that other client, and to pay claims and premium refunds to another client before we receive payment from the insurer. We only take our remuneration from client money when we receive the relevant premium from the client.

Interest on client money

Any interest or exchange gains realised from client money held by us will be retained by us.

Currency

When conducting your business we may have to convert funds to another currency in order to settle amounts due to insurers. If a repayment of funds is due to you or is requested by you after conversion, then any such repayment will be made in the currency to which the funds have been converted. Any shortfall arising from exchange differences remains your liability.

If you pay a premium in a different currency or to a bank account in a different currency from that requested, we may, at our discretion, either return the funds to you or convert the money to the required currency. In the latter case, the converted funds will be applied.

Where you do not wish your money to be passed to a particular bank, intermediary or jurisdiction, you should tell us.

Security

We seek insurance only from insurers which meet our financial security criteria. However, we cannot and do not guarantee the solvency or continuing solvency of any insurer used. You should note that the financial position of an insurer can change after cover has incepted.

The Duty of Disclosure

English Law requires prospective business insureds and their agents to disclose to insurers every “material circumstance” which it knows, or ought to know, after reasonable search, in order to make a fair presentation of the risk before the contract is made.

A circumstance is material if it “would influence the judgement of a prudent insurer in fixing the premium or determining whether he will take the risk”.

A circumstance may be deemed to influence the judgement of a prudent insurer and be material even if it would not necessarily have led him to decline the risk or to have set an increased premium. If there is any doubt whether a circumstance is material, it ought to be disclosed to insurers.

Any failure to disclose any material circumstance to insurers may entitle insurers to revise policy terms from inception, reduce the amount payable on any claims or, in some circumstances avoid the policy entirely. If insurers choose to avoid the policy, this means that the policy would be treated as if it had never existed.

The duty to disclose all material circumstances also applies to the claims process and to any situations during the period of the policy in which the insured is required, under the terms of the policy or otherwise, to provide information to insurers; this includes an extension or amendment or renewal of any policy.

In completing a proposal or claim form, or other document relating to an insurance policy, the accuracy of all answers, statements and/or information is the insured’s sole responsibility.

Warranties and Subjectivities

It is very important that you familiarise yourself with all the terms of any insurance contract that you purchase. In particular, you must treat any warranties seriously and comply strictly with them. Failure to do so (breach of warranty) may result in the coverage under your insurance contract being suspended until the breach of warranty is remedied if capable of remedy. If you have any doubts or reservations, you should tell us.

A subjectivity in the insurance contract may lead to the contract being invalidated or coverage prejudiced if the subjectivity remains outstanding. It is very important that you promptly satisfy any subjectivity so that it can be removed.

Non-payment of Premium

You agree to pay all premiums and other charges on or before the due date as set out in our Debit Note.

Unless agreed in advance and specifically stated on our debit note to you, all premiums should be paid to us no later than 10 business days prior to the settlement due date required by your insurers and notified by us. This is to allow us sufficient time to pass cleared funds to your insurers.

In some cases, insurers may impose a premium payment warranty under the terms of which the premium must be paid to them by a certain date; failure to comply with the exact terms of the warranty will enable the insurer automatically to terminate its obligations under the policy. Again, we will inform you of any such requirements and the relevant date(s).

Cancellation

In the event of cancellation of the insurance contract after inception, insurers may return a pro rata premium to us; once our remuneration has been earned our brokerage fees will not usually be returnable. We therefore reserve the right to retain our brokerage or fees in full in such circumstances.

Provision of Documentation

We will issue documentation confirming the details of the policy purchased, including the identity of your insurers.

We will advise you of the date(s) on which any premiums are due and, if relevant, the consequences of late-payment.

Where required by regulation we will also:

- include with your policy confirmation a statement setting out your demands and needs as understood by us;
- confirm whether the contract had been personally recommended and, if so, the reasons for making that recommendation;
- include a summary of the key aspects of your policy;
- provide you with renewal terms in good time before the expiry of your policy, or notify you that renewal is not being invited.

It is important that you:

- read all your documentation carefully and inform us immediately if you have concerns with the coverage arranged for you; and
- keep your insurance documents in a safe place while your policy remains open to you to make a claim.

Use of Other Intermediaries

Where we consider it to be appropriate, it may be necessary for us to request another more localised or specialist broker or intermediary to act as our agent and assist us in the placement of an insurance contract.

Electronic Trading

We may transact business with you by a number of methods including electronic trading and as such both we and you accept the hazards intrinsic with communicating electronically, such as the infection by computer viruses, the corruption of data, cyber terrorism, and the possible breach of confidentiality by using a third party service provider.

Claims

You should notify us at the above address as soon as possible of a claim or circumstances which may give rise to a claim. We will advise you what you need to do to pursue your claim; you should note you will need to state all material facts concerning the claim.

We will remit claims payments to you as soon as possible after they have been received on your behalf.

We will provide you with every assistance in submitting a claim and seeking to obtain a reimbursement. However, in the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid claims.

Complaints

It is always our intention to provide a high standard of service. If our service falls below the standard our clients reasonably expect and they have cause for complaint, we endeavour to ensure that at the appropriate stage the matter is handled fairly and promptly by a suitably senior and independent member of staff.

If you wish to register a complaint then please contact the Compliance Director in writing at: Number One Minster Court, Mincing Lane, London, EC3R 7AA; or by telephone at +44 (0) 207 398 1700; or by email at richard.platt@lpib.co.uk.

If we consider that your complaint is not with regard to our performance (for instance, if the complaint concerns the performance of your insurer), we will endeavour to put you in contact with an appropriate person to whom your complaint may be addressed.

We have a formal complaints procedure which complies with FCA requirements and which we will send to you on receipt of a complaint.

If we are unable to settle your complaint, you may be entitled to refer it to:
The Financial Ombudsman Service, Exchange Tower, London E14 9SR
Telephone: 0800 023 4567 / Email: www.financial-ombudsman.org.uk.

Termination of our Services

Whilst we aim to retain the business and goodwill of our clients, you may terminate our services by giving us notice in writing. Similarly, we may also terminate the services that we provide you by giving you notice in writing. Where notice of termination is given, the termination will take effect from the date specified in the notice.

From the date of termination, we shall have no further obligation to perform any of the services and all sums payable by you shall become due and payable with immediate effect. We may consider continuing to service the claims on insurance contracts we have placed for you at your request, but only if we are able to agree with you an appropriate remuneration.

Compensation

Depending on the type of business and the circumstances of the outstanding claim, you may be entitled to compensation from the Financial Services Compensation Scheme ("FSCS") if we cannot meet our obligations to you.

Full details and further information on the scheme are available from the FSCS at 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU
Telephone: +44 (0) 207 741 4100 / Email: enquiries@fscs.org.uk

Data Protection

We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with a client's personal data.

Law and Jurisdiction

These terms of business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the exclusive jurisdiction of the English courts.

Confidentiality

Information provided by you to us will remain confidential and will only be disclosed by us in the normal course of negotiating, maintaining or renewing your insurance policies or otherwise in connection with the provision of the Services, unless you have consented otherwise.

We may disclose the fact that you are our client and the nature of the project but no other details. Disclosure may also be made to our regulator, and to our agents or other service providers, or where we are legally obliged to disclose information. If you wish, we shall be pleased to enter into a specific confidentiality agreement with you.

Intellectual property

We shall retain all title, copyright, patents and other intellectual property rights to all methodologies and documents used in our provision of the Services to you.

No assignment or waiver

A failure at any time by either of us to enforce any right or obligation shall not be deemed to be a continuing waiver of such right or obligation. You may not assign your rights or obligations without our prior written consent. We may assign, novate or subcontract any of the Services or any other insurance broking, insurance administration and/or insurance consulting services without your prior consent.

Severability

If any term of this Terms of Business (TOB) , or any part of such term, is or becomes illegal, invalid or unenforceable in any respect, then such term shall to that extent be deemed not to form part of this TOB and the remainder of the TOB will remain valid and enforceable.

Entire Agreement

This TOB, including Schedule A, constitutes the entire agreement between both you and us with regard to our engagement and supersedes all proposals, prior discussions and representations, oral or written, between us relating to the Services.

Force Majeure

We shall not be liable to you if we are unable to perform the Services as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us we shall notify you as soon as reasonably practicable.

Anti-bribery, Corruption and Financial Crime

If you are a business, you will ensure that at all times you comply with all applicable laws, statutes and regulations relating to anti-bribery and corruption. In particular, you shall comply with each of the Bribery Act 2010 of the United Kingdom and the Foreign and Corrupt Practices Act 1977 of the United States as well as any other applicable legislation.

Please be aware that current anti-money laundering regulations require us to obtain adequate information about you. In order to prevent bribery, corruption or other financial crime, additional due diligence may be carried out. Further steps may be taken which include notification to the relevant authorities, status and credit checks using credit reference agencies, and other background checking, as deemed appropriate.

You should also be aware that some policies may include clauses specifically dealing with international sanctions imposed on states/individuals/entities. We recommend you pay special attention to such clauses as they may affect insurance cover under your policy.

Sanctions

The sanctions profile of different business(es) may differ on the basis of a number of complex factors, which may include ownership, structure, control, location, the nationality of employees. We are unable in any circumstances to give advice on the applicability of sanctions regimes either to you or to insurers nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanctions regimes. As a consequence you are reminded that applicable sanctions remain a matter for you and you should take such legal advice as you deem appropriate in this regard. You should inform us of any insurance requirements you have which touch upon or are linked to sanctioned territories.

We will comply with all applicable sanctions regimes and legislation (whether currently existing or implemented in the future) and you are advised that where obliged by applicable sanctions legislation we may have to take certain actions which include but may not be limited to the freezing of funds held on behalf of parties and individuals caught under applicable sanctions. We cannot be held responsible for the actions of third parties (including but not limited to banks and exchange institutions) who may have their own sanctions policy restrictions and constraints.

The applicability of Export Control legislation to certain transactions may differ on the basis of a number of complex factors and our obligations may be different from yours depending on the nature of the insurance, structure of the product and place of incorporation of the insured or geographical cover provided. The nature of risks insured may also have a bearing on our position and the position of other parties within the market. We cannot provide you with legal advice however we advise that where we are required to make licence applications or notifications or undertake any other activity as a matter of law we will comply with applicable law.

Conflicts of interest

Circumstances may arise where we may find we have a conflict of interest or otherwise have a material interest in or related to a matter in respect of which we are acting. For example, we may be asked to act on behalf of an insurer in the appointment of a loss adjuster; or, we may find that the interests of two of the clients for whom we act conflict.

We have conflict management procedures and we seek to avoid conflicts of interest but where a conflict is unavoidable we will explain the position fully and manage the situation in such a way as to avoid prejudice to any party.

The insurance market is complex and there could be other relationships not described here which might create conflicts of interest. Whatever the circumstances, we will act in your best interests; and, if a conflict arises for which there is no practicable solution, we will withdraw unless you wish us to continue to act for you and provide us with your written consent to that effect.

Schedule A

To the extent that you are a broker client:

- (1) You will be a 'commercial customer' as defined in the FCA Regulations.
- (2) Our duties are solely to you as our client, and you in turn will owe duties of care either to the ultimate policyholder or to another intermediary. You must ensure you have full authority to instruct us. It is your responsibility to ensure that your client is aware of all the terms of any insurance policy obtained by us on your instructions. It is your responsibility to hold and comply with all necessary licences.
- (3) You understand and agree that we do not assume any responsibility or a duty of care to the ultimate policyholder and that you undertake to explain this to the ultimate policyholder.
- (4) If your client is a consumer and enters into an insurance contract subject to English Law the individual is subject to a duty to take reasonable care not to make a misrepresentation to insurers. Failure by a consumer client to comply with their duties in their duties in the Consumer Insurance (Disclosures and Representations) Act 2012 to provide correct information about the risk or inform the insurers of changes of any changes could adversely affect the policy including invalidating the policy or claims being rejected or not fully paid.

LOCHAIN PATRICK INSURANCE BROKERS LIMITED – ANTI BRIBERY POLICY

INTRODUCTION:

Lochain Patrick Insurance Brokers Limited places a high value on its reputation for good ethical practice and financial reliability. As a result of this Lochain Patrick Insurance Brokers Limited is well aware of the damage that could be done to its reputation and business through any involvement in bribery, be it by one of its employees, subsidiaries or its agents.

Lochain Patrick Insurance Brokers Limited therefore has made it an aim of the company to ensure that any exposure to such liability is kept to an absolute minimum by means of this policy.

Lochain Patrick Insurance Brokers Limited is committed to ensuring that all of its employees receive appropriate training in recognition and thereby avoidance of bribery, by both themselves and others they may have dealings with.

Employee vigilance is encouraged with regards to spotting and reporting of any suspicious activity, while reassuring the employee(s) of the confidentiality of any such reports they make.

Sufficiently effective means for employees to report any suspicious behaviour is in place. Appropriate points of contact within the company have been established for this purpose and their identity and role explained to employees.

Lochain Patrick Insurance Brokers Limited takes all reports of alleged bribery extremely seriously and will use all available means to rigorously investigate. Full and active co-operation will be given to the police and any other relevant authorities during this process and any resultant prosecution(s).

Any individual(s) found to be complicit with any instance of bribery will have firm action taken against them.

THE POLICY:

In accordance with the provisions of Bribery Act 2010 Lochain Patrick Insurance Brokers Limited prohibits:

- 1) the **offering**, the **giving**, the **promise** or the **acceptance** of any bribe and or other inducement, be it financial or in some other form, by one of its employees, subsidiaries or agents **to or from** any other **person** or **company** be they a **public official**, **body corporate** or **private individual**, in any and all **countries / territories**. This prohibition extends to anybody related to, associated with or acting on behalf of or in the name of Lochain Patrick Insurance Brokers Limited.
- 2) The above prohibition to the **offering**, **giving**, **promising** and **acceptance** of bribes relates to any done in order **to gain** any form of business / regulatory advantage, be it commercial or contractual in a way which is unfair and / or unethical.

- 3) Furthermore the prohibition to the **offering, giving, promising** and **acceptance** of bribes relates to any such activity done in order to **gain any form of advantage** be it financial or otherwise for any individual(s) or any person(s) connected with the individual(s) in question.
- 4) The prohibition to the **offering, giving, promising** and **acceptance** of bribes relates to any such activity done towards a **Foreign Public Official** where the intention is to influence said official in their capacity as an official.
- 5) Lochain Patrick Insurance Brokers Limited accepts and understands that what is considered appropriate and acceptable in one country / territory may not be so in another. Employees, subsidiaries and agents are required to check with the Compliance Director in any and all occasions where they are unsure as to what is the appropriate course of action.
- 6) Employees are required to report any suspicions no matter how small for investigation to the Compliance Director. Any such reports will be considered confidential and the employee(s) making such report can be reassured of their anonymity.

THE POLICY DOES NOT PROHIBIT THE FOLLOWING ACTIVITIES:

The use of any legally permissible process, available to everybody on payment of a fee / making of an application, intended to speed up transactions and or any other type of business process.

The giving and receiving of hospitality to clients and or other persons which would be considered normal, reasonable and appropriate in all the circumstances.

Appropriate gifts made on special, ceremonial occasions or festivities where the giving of gifts is a normal activity for the specific occasion.

POLITICAL AND CHARITABLE DONATIONS:

Lochain Patrick Insurance Brokers Limited will ensure that where any charitable donations are going to be made, then any and all such decisions will have to first gain approval from the Managing Director.

Due diligence will be carried out on any potential politically exposed persons acting as trustees, as well as other background checks of the trustees of any charities donations may be made to.

Further checks will also be made on the charity in question itself, in order to ensure that there are no improper implications from any such donation.

Lochain Patrick Insurance Brokers Limited currently does not make political contributions in any form be it to political parties, causes, individual candidates or any other politically linked persons / activities.