

Introduction

Please read this document carefully. It sets out the terms on which we agree to act for you and contains details of our statutory and regulatory responsibilities.

Contact us immediately if there is anything in our Terms of Business, which you do not understand, or with which you disagree.

General

These Terms of Business shall be governed by and construed in accordance with English law. Any dispute regarding these terms shall be subject to the exclusive jurisdiction of the English courts.

A person who is not party to these Terms of Business has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of these Terms of Business.

We reserve the right to amend our Terms of Business in the future.

If we have a separate Service Agreement with you then the terms of that agreement must be read in conjunction with these Terms of Business.

If there are any additional specific terms that are relevant to your own circumstances, we will provide written notice of these before we conduct any business with you.

About Lochain Patrick Insurance Brokers Limited

Lochain Patrick Insurance Brokers Limited of St Clare House, 30/33 Minorities, London, EC3N 1DD is an independent insurance intermediary and Lloyds broker. Our Registered Office address is St Clare House, 30/33 Minorities, London, EC3N 1DD.

We are authorised and regulated by the Financial Conduct Authority (FCA). You can check this by visiting the FCA website www.FSA.gov.uk/Pages/register or by telephoning the FCA on 0845 606 1234 quoting firm reference number 309344.

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 require 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.

We normally arrange cover for you based on a fair analysis of the market. When cover is not arranged on this basis 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.

Insurer Security

We use all reasonable skill and care to protect your interests and monitor the security of the insurers with which we transact business using information available in the public domain. However, we can give no guarantee of the financial stability of insurers and we accept no liability for any financial losses or increased costs suffered by you arising from their financial insecurity.

Claims

Unless agreed otherwise, you must notify us immediately of a claim, or circumstance that might give rise to a claim. We will advise you of the actions required in order to pursue your claim. You should note you will need to state all material facts concerning the claim or circumstance that might give rise to a claim.

If you are unsure whether a matter constitutes a claim or not, please contact us and we will be happy to advise you.

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

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

Client Money

Client Money is any money of any currency that we receive and hold in the course of arranging or administering insurance on behalf of our Clients, or which we treat as Client Money in accordance with the FCA's Client Money Asset rules.

(a) Risk Transfer

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.

(b) Non-Statutory Trust

Where we do not act as agent for an insurer, we provide protection for Client Money by holding all such amounts in a Non-Statutory Trust account. This is completely segregated from our own money and is subject to strict regulatory and solvency controls. Client Money is ring-fenced in the Non-Statutory Trust account so that it will be returned to Clients in the unlikely event of our company's/our bank's insolvency and it cannot be used to reimburse other creditors.

Under the relevant FCA rules we are permitted to use money held in the Non-Statutory Trust account for the payment of premium or claims on behalf of another Client before their monies are received, but are subject to increased credit controls where this occurs. We are not entitled to use Client Money to take payment of our commission or fees before we receive the relevant premium from the Client concerned.

(c) Payment to Third Parties

We may transfer Client Money to another person, such as another broker or settlement agent, for the purpose of effecting the transaction on your behalf through that person. This may include brokers and settlement agents outside of the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK and, in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK.

You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction – please write to the Compliance Officer at St Clare House, 30/33 Minories, London, EC3N 1DD and we will amend our records.

(d) Bank Accounts

We will deposit Client Money we receive in a bank account with one or more UK approved banks, a list of which can be provided to you on request.

(e) Segregation of Designated Investments

Although we will pay Client Money into a Non-Statutory Trust account, we may also arrange to invest Client Money in separate designated investments as permitted under the FCA's rules.

If we do this, we will be responsible for meeting any shortfall in our Client Money resource, which is attributable to any fall in market value of such an investment.

(f) Interest on Client Money

Any interest earned on Client Money held by us and any investment returns on any segregated designated investments will be retained by us for our own use, rather than paid to you.

Your Duty to Disclose Information

We will normally provide you with advice and this will be based upon the information that you supply to us. It is important that you understand that any information, statements or answers made by you to us, or your insurer, are your responsibility. As a result, these must be correct and you must act with utmost good faith at all times.

Failure to disclose facts material to the insurer or any inaccuracies in your answers may invalidate your insurance cover in part or in whole. Facts material to the insurance are matters or information which may influence your insurer as to the acceptability or otherwise of your application for insurance cover.

If you are in any doubt as to whether a fact is material please contact us.

You are advised to keep copies of documentation sent to or received from us for your own protection.

The duty to disclose information not only applies at commencement and renewal of your policy, but also at any time during the period of insurance.

Premium

You must pay all monies due in cleared funds in accordance with the amounts and dates specified in our invoice(s). Failure to meet the payment date(s) may lead to insurers cancelling your cover.

Remuneration

Our remuneration may be commission and/or a fee. Commission is a percentage of the insurance premium paid by you and allowed by the insurer with whom the insurance is placed. A fee will be disclosed to you and agreed in advance. The taxation element of any insurance premium is not subject to commission.

In addition to commission payments and/or Client fees, we may receive remuneration by way of administrative fees or commissions for services provided to insurers. We may also act as reinsurance brokers to underwriters with whom we have placed insurance or reinsurance.

Our remuneration is earned when we negotiate and place your cover. In the event of early cancellation of your cover, the insurer determines any return of premium and their policy conditions will detail this. We are entitled to retain our remuneration in respect of the full policy period in relation to policies placed by us.

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.

Financial Crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the U N Sanctions Lists as part of the information gathering process.

We are obliged to report to the Serious Organised Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

Termination of Our Services

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you. Your instructions must be given in writing and will take effect from the date of receipt, unless otherwise agreed.

In the circumstances where we feel we cannot continue providing our services to you, we will give you notice in writing and this will take effect from the date of receipt, unless otherwise agreed.

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 and/or fees received for conducting these transactions.

If you have a Complaint

We take any complaint seriously. If you wish to register a complaint then please contact The Complaints Officer at:

Lochain Patrick Insurance Brokers Limited
St Clare House
30/33 Minories
London
EC3N 1DD

or by telephoning: +44 (0) 207 264 7500

If we cannot immediately resolve your complaint we will write to you within 5 business days of its receipt – our acknowledgement will include a copy of our complaints procedure.