

LUCAS FETTES TERMS OF BUSINESS – SCHEMES

These Terms of Business describe our commitment to you as our client and your obligations in arranging insurance through us. By transacting insurance through us you confirm acceptance to these terms.

Our Company

Lucas Fettes & Partners Ltd, whose principal office is at Plough Court, 37 Lombard Street, London, EC3V 9BQ (Telephone 020 7413 0999) is authorised & regulated by the Financial Conduct Authority (FCA). This can be checked through the FCA website at www.fca.org.uk or by contacting FCA on 0800 111 6768

Our Service

We offer insurance advice utilising facilities we have organised with insurers subject to these meeting our overall requirements for insurer and product selection. The insurers and types of business that we deal with on this basis are:

AXA Insurance Plc - for Commercial Combined Insurance packages, Motor Fleet and Agricultural Machinery Dealers.

RSA Insurance Plc - for Commercial Property Owners.

Ecclesiastical Insurance Plc – for Tenanted Property Owners.

Sterling Insurance – for Dental Surgeries

Bell Insurance – for Home, Buildings & Contents.

Otherwise we offer independent insurance advice on the basis of a fair analysis of the market.

Our service includes advising on your insurance needs, arranging insurance cover with insurers to meet your requirements and helping you with any ongoing changes required. We will advise and make recommendations for you after we have assessed your need for insurance contracts.

Instructions

We prefer our clients to give us instructions in writing to avoid possible disputes. We may at our discretion accept verbal instructions, provided they are subsequently confirmed in writing.

Your Duty of Disclosure

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance. It is important that you ensure that all statements you make on proposal forms, claim forms and other documents are full and accurate.

Commercial Policy holders should note that failure to disclose material information to your insurers could invalidate your insurance cover and mean that part of or all of a claim may not be paid.

The duty of disclose material facts does not apply to persons acting as private individuals who instead have a duty to take reasonable care not to make a misrepresentation.

Confirmation of Cover

We will provide you with written confirmation that cover has been put in force, the terms of this and the Insurers involved. You agree to review all information upon receipt and advise us immediately if the details of cover or the participating Insurers do not meet with your approval.

Payment Terms

We will be responsible for issuing invoices for all new and renewal premiums and mid term alterations as soon as practicable after inception or renewal. We will remit premiums to Insurers in accordance with the agreed terms of trade. You will be responsible for paying promptly all of our invoices for premiums, duties, fees and tax to enable us to make the necessary payments to Insurers.

We have no obligation to fund any premiums, duties, fees and taxes on your behalf and have no responsibility for any loss, which you and/or the insured may suffer as a result of Insurers cancelling the policy or taking any other prejudicial steps as a result of the late payment.

Monies paid to us in respect of insurance premiums will be banked to a segregated client account established under a non-statutory trust in accordance with FCA rules. In certain cases we will hold money in such a trust account as agent

of the insurer to whom the premium is due. Whilst it is not generally our policy to do so a non-statutory trust account allows us to advance the payment of premiums for clients before we have received cleared payment from them. It is not our policy to advance premiums on this basis and our client accounts are reconciled daily and balanced every 25 business days.

We will receive interest on premiums held in our client account pending payment to the insurer. It is not our policy to pass on interest received on monies held in our client account.

Where we are arranging your insurance through another insurance broker, we will ensure they are authorised by the FCA and may transfer your money onto them for payment of premium to the insurer.

Costs and Remuneration

We will provide details of the premium costs of each of the insurances offered and any fees or charges in addition to the premium required by the Insurer. An administration fee of £25 may be payable in respect of each policy arranged and this will be separately identified on the invoice you receive.

Limitation of Liability

Our liability to you for any loss or damage you may suffer will be determined in accordance with English Law and will be limited to that proportion of your loss and damage which is just and equitable having regard to the extent of your own responsibility for the loss and damage and that of any other party who may also be liable to you in respect of it.

For the avoidance of doubt in considering whether other parties may be liable to you, no account is to be taken of any inability on your part to enforce remedies against another party by reason of causes of action against that party becoming time barred, or the parties lack of means or the parties reliance on exclusions or limitations.

Our Aggregate Liability to you will in any event be limited to such sum as is specified in an Agreement or Engagement Letter with you or if no such sum is specified, to £5,000,000. For the avoidance of doubt, this limit of liability applies to the aggregate of all claims that may be made against us by all of those clients named in any Agreement or Engagement Letter and not separately to each client or to each separate incident of loss or damage.

This limit will not apply in respect of death or personal injury, loss or damage arising from fraud or wilful default on our part or any other situation in which the limitation of liability is prohibited by law.

Claims

It is essential that claims, or circumstances which could give rise to a claim, are notified immediately. Such notification should include all material facts regarding the claim and the policy wordings will describe in detail the procedures and conditions attaching to the making of a claim.

Where agreed we will provide a claims handling service for as long as you remain a customer of ours. We reserve the right to charge a reasonable fee for our services if you cease to be a customer or in our opinion the claim is complex, requiring additional resources or experts, or takes longer than one year to achieve a satisfactory settlement.

Renewal

Where we have arranged insurance for you we will ensure you are notified of the renewal or expiry of your policy in time to allow you to arrange any continuing cover you may need.

Record Keeping & Documentation

We will maintain records of insurance that we arrange on your behalf. We will provide you with all insurance and legal documents to which you are entitled.

The Data Protection Act

We will treat any personal (or other) information received from you, about you or the insured, with the utmost respect and, where appropriate in accordance with data protection legislation. Information provided by you, or, which is obtained from other sources in the course of our dealings with you, may be used by us to facilitate the provision of the services applied for or requested. From time to time we may disclose your personal (or other) information to other companies within the Lucas Fettes Group and we, or they, may use that information to advise you of services which may be of interest to you.

Termination

Our services may be terminated for any reason either by you or us giving one month's notice in writing to the other. In the event that our services are terminated by you other than at the expiry of the relevant policy period or at renewal, we will be entitled to retain any and all fees or brokerage payable. This includes any sum due in respect of any outstanding instalment(s) of premium or in respect of any premium payable for any subsequent annual period forming

part of an insurance agreed for a period in excess of one year, in relation to the relevant policy / policies placed by us prior to the date of termination.

Complaints

If you wish to register a complaint please contact us in writing addressed to the Compliance Officer, Lucas Fettes & Partners, Plough Court, 37 Lombard Street, London, EC3V 9BQ or by phone on 020 7413 0999. If you cannot settle your complaint with us, you maybe entitled to refer it to the Financial Ombudsman Service.

The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme and 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. Insurance advising & arranging for non-compulsory insurance is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising & arranging is covered for 100% of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk