



TERMS OF BUSINESS AGREEMENT

CAUNCE O'HARA & CO LTD

Please read this document carefully as it sets out the terms on which we agree to act for our clients and contains important regulatory and statutory information.

Definitions

"We/us/our" means Caunce O'Hara & Co Ltd of 82 King Street, Manchester, M2 4WQ Telephone 0161 833 2100 / Fax 0161 839 2100 / E-mail info@caunceohara.co.uk

Status

We act as an Insurance Intermediary and we are authorised and regulated by the Financial Conduct Authority. Our FCA registration no. is 306183. You can check this information on the FCA's register by visiting their website <http://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768

Caunce O'Hara and Company Ltd is solely owned by Markel Capital Holdings Limited.

Scope of Services

Non-advised – you will not receive advice or a recommendation from us. We may ask you some questions to narrow down the selection of products that we will provide information on, you will need to make your own decision on how to proceed.

Capacity – we act as your agent when sourcing a policy, placing the insurance and in the event of a claim, we are acting on behalf of the Insurer when we collect your premium, where this occurs in other circumstances, you will be advised at the time.

Selection

We only use a single insurer, who we are contractually required to place business, for the product you have selected.

Source and type of fees

We arrange the policy with the insurer on your behalf, you do not pay us a fee for doing this, we receive commission from the insurer which is a percentage of the total annual premium. When our sales reach a specific profit targets, the insurer pays us an additional bonus.

Products and scope of capacity in which we act

For Energy Contractors we have arranged an insurance scheme ['Scheme'] and on your behalf. Within this Scheme, all Personal Accident and Travel Insurance is provided solely by Accident & Health Underwriting Ltd and all other classes of insurance are provided solely by Markel International Insurance Company Ltd.

We will also advise you should we place your insurance through any other intermediary regulated by the FCA

As an Insurance Intermediary, examples of where we act as agent of the customer are detailed below;

- Where we provide you with a quotation for your insurance;
- Where we place your insurance, on cover, with an Insurance company;
- Where you ask us to make amendments to your existing policy;
- Where we undertake the renewal of your policy;

In some instances, we perform activities specifically on behalf of your insurance company and in those circumstances, we are acting as agent for the insurer. Examples of where we act as agent of the insurer are detailed below:

- Where the insurer asks us to cancel your policy on their behalf;
- Where we collect premiums due and any outstanding insurer monies;
- Where the insurer asks us to obtain additional information from you;
- When we issue policy documentation to you;
- When we handle claims

Caunce O'Hara and Company Ltd may also design and develop insurance policies on behalf of insurance companies. Such products may be marketed as products of Caunce O'Hara but will always be underwritten by an insurance company.

Use of other intermediaries

Where we consider it to be appropriate and for your benefit, it may be necessary for us to request another broker or intermediary to act as our agent and assist in the placement of your insurance product. In such cases, we will provide specific instructions to such sub-agents so as to meet your insurance requirements.

We will always advise you should we place your insurance through any other intermediary regulated by the FCA.

Claims

You must notify insurers as soon as possible in the event of a claim, how to make a claim can be found in your policy documentation provided. You should not admit liability or agree to any course of action other than emergency measures carried out to minimise the loss, until you have agreement from your insurer. If received, we will remit claims payments to you as soon as possible after they have been received on your behalf

Transparency

You will receive information about any fees we receive relating to the product you are being offered. We will always provide you with an exact breakdown of all of our fees and the circumstances they are due.

Our remuneration will either be a fee as agreed with you or commission which is a percentage of the premium paid by you, or a combination of both where appropriate. This will include commission, fees, over-rider agreements, profit share arrangements and any volume business deals that your policy may contribute towards. Brokerage/fees are for the policy period and we will retain all brokerage/fees in relation to policies we've placed.

We are committed to ensuring complete transparency of our remuneration and we will, at your request, fully disclose our remuneration.

We remunerate our employees using a combination of fixed and variable rewards that are designed to ensure they always act in customers' best interests. All employees receive a base salary. Some employees receive a base salary and participate in a variable reward (financial and non-financial) scheme that is based on performance, if they also achieve high levels of customer service and meet the quality assurance requirements set for their role.

Health & Safety

We cannot be held responsible for any client who fails to comply with current Health & Safety (or other relevant) legislation

Payment of Premiums

We normally accept payment by guaranteed cheque or certain credit or debit cards & you should enquire which are available. You may be able to spread your payment through insurers' instalment facilities or a finance arrangement. We will give you full information about your payment options when we discuss your insurance.

Renewals

We will notify you that your policy is up for renewal by email at least one calendar month before renewal. This email will include details of the policies that you hold as well as the renewal premium for the forthcoming year. Up to seven (7) days prior to the renewal date, we will attempt to automatically renew your policy using the valid payment details provided previously. If you did not pay for your policy using a credit/debit card, then this automatic process will not apply and we will contact you by telephone. If we are not able to take payment automatically for any reason (if your card declines, if your payment details have changed, or if your bank has issued a new card to you in the past year and the payment details we hold are no longer valid), we will notify you on the date of renewal. We will allow fourteen (14) days from the renewal date to make alternative arrangements for payments before the policy automatically lapses. We will attempt to make contact with you up until the fourteen (14) day period has expired.

The automatic renewal will be based upon the details we already hold on file, including turnover, occupation and number of employees, and will maintain the levels of cover held for the previous year. If any details have changed or you require any changes to the levels of cover you hold, it is your responsibility to contact us and inform us of these details.

If you have agreed that we will automatically renew your policy, you will receive fourteen (14) days from the date of renewal in which to cancel the payment and obtain a full refund. If you cancel within this period, we will treat the policy as lapsed at renewal, and credit the full premium back to your card with no charge being made. If you cancel after the fourteen (14) day cooling off period has expired, we will make a charge for the period that cover has been in force, and we will ordinarily retain the remuneration we have earned on the policy, as per the Cancellation Clause.

Should you not wish for your policy to auto renewed then you should contact us immediately on

Duty of Fair Presentation (non-consumer clients)

Before entering into a contract of insurance, prior to a midterm alteration and ahead of your policy renewal, it is your statutory duty to make a fair presentation of your risk. This information must be provided in a clear and accessible format. You must disclose, where practical, all material circumstances about your risk, this being information that might affect the judgement of a prudent insurer in deciding whether to accept your risk or not - should you require additional explanation of what constitutes a material circumstance, please contact us immediately. You must make reasonable enquiries before presenting your risk and ensure that all individuals holding knowledge about the risk have been approached in the compilation of this information. If you feel you have not been able to do so, please advise us so we can allow underwriters to make further enquiries if they wish to do so. You must complete any proposal forms or fact finds provided to you, honestly, accurately and in good faith. Any deliberate or reckless misrepresentation may involve part or your entire claim being declined and in some circumstances; the Insurer may be entitled to retain your premium whilst avoiding the policy or apply additional terms to your policy.

Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA)

You are respectfully reminded of your duty to take reasonable care not to make a misrepresentation in any information that is provided by you to insurers and to answer all questions asked by insurers honestly. Under the Consumer Insurance (Disclosure and Representations) Act 2012, a misrepresentation may amount to a failure to comply with a request from an insurer for confirmation, or amendment, of details previously provided by you. Please be aware that the duty to take care not to make a misrepresentation exists not just prior to any placement being effected but also at any subsequent renewal and any variation of the contract terms during the period of insurance.

In the event of a deliberate or reckless misrepresentation, insurers may avoid the contract. Under the Consumer Insurer (Disclosure and Representations) Act 2012, a deliberate or reckless misrepresentation is a misrepresentation where you know it to be untrue or misleading (or do not care either way) and that you know (or do not care) that the matter to which it relates is relevant to insurers.

Insurers may also avoid the contract where a careless misrepresentation has been made. A careless misrepresentation is a misrepresentation that is neither deliberate nor reckless. In such instances, if insurers would not have entered into the contract had the careless misrepresentation not been made, then insurers may be entitled to avoid the contract. However, if insurers would have imposed different terms had the careless misrepresentation not been made, then insurers may be entitled to treat the contract as if those terms applied.

Security

We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

IMPORTANT

Credit Checks

To make sure you get the best offer from Insurers or Third Parties involved in your insurance, i.e. finance providers, now or at any renewal or at any time and to protect customers from fraud and to verify your identity, we and your insurers may use publicly available data which is obtained from a variety of sources, including a credit reference agency and other external organizations. This search will appear on your credit report whether or not your applications proceed.

As well as these searches we or third party may use a credit check to ascertain the most appropriate payment options for you. This credit check will also appear on your credit report whether or not your applications proceed.

Client Money

In some cases premiums are collected in line with a strict agency agreement known as a Risk Transfer and when we collect these premiums, we are acting on behalf of the Insurer. Where risk Transfer does not apply, client money is held in a Statutory trust in accordance with the FCA Client Assets Sourcebook (CASS), with our nominated bank. Holding money in line with CASS ensures your money is protected and used only for the settlement of Insurer accounts. We may transfer money to another person/firm in certain circumstances. Any interest we earn on client money and any investment returns will be retained by us for our own use.

Payment to Third Parties

We may transfer client money to third person, such as another broker, for effecting a transaction on your behalf through that person. This may include brokers or agents outside the UK. The legal and regulatory regime applying that person outside the UK may be different from that of the UK and in the event of a failure of that firm; this money may be treated in a different manner from that which would apply if an agent in the UK held the money. You may notify us if you do not wish your money to be passed on to a person in a particular jurisdiction.

Cancellation Clause

Your insurance may include a cancellation clause. If you are a Consumer, this is mandatory. Full cancellation details will be explained to you during the negotiation process. In the event that you fail to pay your premium by the due date the insurance may be cancelled forthwith or by the insurers, giving notice of the cancellation. In the event of cancellation, insurers may return the pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. Once our remuneration has been earned in the event that the insurance is cancelled after inception, our fees or brokerage will not usually be returnable.

Financial Crime

To prevent and detect Insurance fraud and fraudulent transactions we may, at any time, check, share and record any information provided by you with Fraud Prevention Agencies, Public Bodies, including the police and this may extend to use information that is recorded by Fraud Prevention Agencies in other countries.

If we are provided with inaccurate and/or fraudulent information and we identify fraud, then we will record and share this information and take all necessary action required. This information may also be shared with other companies that are also registered with the respective Fraud Prevention Agencies.

Financial Sanctions and current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We will use information about you and that of others named on your policy to ensure compliance with financial sanctions in effect in the UK and internationally. This will include the checking of your information against the HM Treasury list of financial sanctions targets as well as other publicly available sanctions lists. 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. We do not allow our employees or other persons engaged by them to be either influenced or influence others in respect of making or receiving undue payments or privileges from or to insurers or clients.

Termination

Our services may be terminated without cause or penalty by giving one months' notice in writing. In the event that our services are terminated by you other than at the expiry of the policy we will be entitled to retain any fees and all of the brokerage payable. The responsibility for handling claims reported after the date of termination shall in the absence of an express agreement be the responsibility of the party taking over the role.

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.

Rights of Third Parties

No provision of this Terms of Business is enforceable under the Contracts (Rights of Third parties) Act 1999 by any person other than you or us.

Severability

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected.

Force Majeure

We shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is (a) beyond our reasonable control; (b) materially affects the performance of any of our obligations under this agreement; and, (c) could not reasonably have been foreseen or provided against.

Limitation of Liability – IMPORTANT NOTICE

1. This section forms part of our Terms of Business. We accept instructions to act on your behalf strictly subject to the following limitation upon our liability.
2. Our liability to you for any act or omission (including, but not limited to, our negligence and /or the negligence of any other parties in respect of which we are legally liable to you), whether such liability be in damages, equitable compensation or otherwise, shall not exceed the sum of £1,000,000 or its equivalent from time to time in Euros or any other relevant or appropriate currency in respect of any one transaction or series of related transactions.

This figure has been carefully chosen in order to enable us to offer reasonable redress to our clients in the event of a claim, whilst enabling us to retain competitive levels of fees and commissions and make appropriate arrangements to ensure that any proper claim is met.

This section does not apply to awards made by the Financial Ombudsman Services in the exercise of his compulsory jurisdiction.
3. In section 2 above:
 - i. "negligence" means a breach of any obligation upon us to take reasonable care, whether that obligation is imposed by virtue of a term (express or implied) of any relevant contract, or by the law of negligence, or otherwise;
 - ii. "transaction" means any professional service provided by us to you, including (but not limited to) the arranging of insurance, advising on insurance cover and/or on particular wordings, notification of claims to insurers, and claims handling generally;
 - iii. "a series of related transactions" has its ordinary meaning (save that "transaction" has the meaning given at (ii) above), but includes (without limitation), (a) transactions concerning, connected with or arising out of the same policy of insurance or reinsurance arrangement, or, (b) where different policies or arrangements insure or reinsure (as the case may be) all or some of the same risks, transactions concerning, connected with or arising out of some or all of those policies or arrangements.
4. We are always prepared to discuss increasing the limit of our liability specified in this section in relation to any individual engagement, if particular reasons exist, but we reserve the right to decline to increase the limit or (in the event that we agree to increase it) to make an additional charge or to impose alternative or additional conditions. No agreement to increase the limit shall be valid unless made in writing and signed by a partner in the firm.
5. Under these Terms of Business, you agree not to make any claim against any employee, director, partner, consultant or other individual connected with us. See paragraph 6 below. However, it is also understood and agreed that if for any reason the provisions of paragraph 6 hereof are held to be invalid or unenforceable in whole or in part, any claim made by you against any employee, director, partner, consultant or other individual connected with us is also subject to the limit of liability of £1,000,000 contained in this clause, and you understood and agree that any such individual may avail himself of this limitation.

6. You agree:
- i. that your remedies in relation to the provision professional services by us, arising out of or in connection with this engagement, lie exclusively against us and not against any employee, director, consultant or partner as individuals;
 - ii. that you will not make any claim and/or bring any legal proceedings against any employee, director, partner, consultant or other individual, in respect of any act or omission by any such person or persons (whether negligent or not).
 - iii. You understand and agree that the provisions of this clause may be enforced by any employee, director, partner, consultant or other individual connected with us in accordance with the Contracts (Rights of Third Parties) Act 1999

Complaints

We try hard to live up to our promises but sometimes you may feel we are not up to scratch. If so, we want to get it right so please call us on 0161 833 2100 or write to us at Counce O'Hara & Co Ltd of 82 King Street, Manchester, M2 4WQ. Please quote your policy number.

We will acknowledge your complaint in writing, within 5 working days of receipt, send you a copy of our complaints procedure and advise you who is dealing with your complaint.

If we cannot resolve matters to your satisfaction you can refer your complaint to the Financial Ombudsman Service within 6 months of receiving our final response:

The Financial Ombudsman Service
Exchange Tower
London
E14 9GE
Email: complaint.info@financial-ombudsman.org.uk
Telephone: 0800 0234 567 or 0300 123 9 123
www.financial-ombudsman.org.uk

Making a complaint does not affect any of your legal rights.

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>

Financial Services Compensation Scheme (FSCS)

Under the Financial Services & Markets Act 2000, you may be able to claim from the Financial Services Compensation Scheme. The level of compensation is different dependent on the type of cover you hold, for example:

- Compulsory insurance, such as employer's liability, is covered for 100% of the claim.
- For other insurances, 90% of the claim is covered with no upper limit.

Further information can be obtained by visiting the Financial Services Compensation Scheme website on www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100

Confidentiality and Security

We will always ensure that any information you provide to us is treated as private and confidential by us. For further information about how we handle your data when you have a policy with us, please refer to our Privacy Policy for full details.

Data Protection – Privacy Notice

Introduction

We recognise our responsibility to treat your personal information with care and to comply with all relevant legislation, in particular the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR) – the “legislation”. This notice covers our requirement to provide you with information on how and why we use your personal data and of your rights under the legislation.

Data Controller

We have provided you with a quotation and/or administer your insurance policy and are classed as the “data controller” which means we process your data. The contact details are shown at the foot of this notice. Your data may be passed to other parties, including Insurers, for the purposes of arranging your insurance. These parties could also be data controllers and where necessary will issue their own Data Protection Privacy Notices.

Personal Information

We will use personal information about you mainly to provide you with a quotation from Insurers, arrange and administer your policy if you buy one through us, arrange Premium Finance/Consumer credit if required, inform you about our other products and services and statistical analysis.

Some of the personal information we ask you to provide may be sensitive (special category) as defined in the legislation such as information about your medical history. We can collect such information for insurance purposes without your specific consent but it will only be used for the purposes set out above. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and that we may use their personal data in the same way as your own as set out in this notice.

Legal Basis for processing your Personal Information

We are required to have a lawful basis (as defined) in order to process your personal data and the relevant bases which we use are show in the table below.

Purpose of processing	Lawful Basis
Providing quotations; arranging and administering insurance policies	Necessary for the performance of an insurance contract
Arranging Premium Finance/ Consumer Credit	Necessary for the performance of a consumer credit contract
Provision of information on products and services (Marketing)	Our legitimate interests or your explicit consent
To notify you of changes in our service	Our Legal and Regulatory obligations
To prevent and detect fraud, money laundering and other financial crimes	Our Legal and Regulatory obligations
To meet general legal or regulatory obligations	Our Legal and Regulatory obligations
Statistical analysis	Our legitimate interests to refine and enhance the products and pricing which we can offer

Marketing

We may contact you by email, text, telephone, mail or other agreed means to keep you up to date about our products and services. The legislation allows us to do this in our own commercial interests for certain communications with previous customers. In other circumstances we can only do so with your explicit consent. In all cases you can opt out from receiving such communications at any time.

Disclosure of your Personal Information

As a necessary part of providing you with the services described above we may need to disclose your personal data to other third parties. These may include:-

Premium Finance companies, Computer bureaux/Software Houses, Insurers, Other Insurance Intermediaries, Insurance Industry databases, Government databases, Credit agencies, Regulatory authorities, the Police and other law enforcement bodies.

Fraud prevention and detection

To prevent and detect fraud we may at any time:-

1. Share information about you with other organisations and public bodies including the Police.
2. Check and/or file your details with fraud prevention agencies and databases.
3. Undertake credit searches and additional fraud searches

We can supply on request further details of the databases which we use.

Credit Search Consent

To make sure you get the best price and terms for your Insurance, we will use the widest possible range of Insurers available to us including some who now carry out searches of their own to protect customers from fraud and to verify identity. They do this using publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations to whom they may need to pass some of your personal information. Their search will appear on your credit report whether or not you take out or renew a policy with them.

As well as these searches, some Insurers may use a credit check to ascertain the most appropriate payment options for you. This credit check will also appear on your credit report whether or not you take out or renew a policy with them.

Automated decision making and Profiling (if relevant)

For our on-line systems we carry out automated decision making to decide whether we can provide insurance to you and at what price. For all our quotation systems we may use external data from Credit agencies, Electoral Roll, etc. to help in decision-making on pricing and risk acceptance. This may be regarded as “profiling” as defined in the legislation. The legislation for both of these requires safeguards in the event that they have a legal or similarly significant effect on individuals. We do not consider that our processing poses such risks but you have rights to further information on these processes as explained below.

Retention Period

Your data will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases the period will be for a maximum of 7 years following the expiry of an insurance contract unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

Your Rights

You have the following rights in relation to our processing of your personal data:-

1. The right to be informed about how we use your personal data (This Privacy Notice)
2. The right to see a copy of the personal information we hold about you. (In most cases this will be free of charge)
3. The right to have personal information rectified if inaccurate or incomplete.
4. The right of erasure of your personal information where there is no compelling reason for its continued processing.
5. The right to restrict processing in certain circumstances, e.g. if its accuracy is being contested.
6. The right to data portability which, subject to certain conditions, allows you to obtain and reuse your personal data across different services.
7. The right to object to certain processing including for the purposes of direct marketing.
8. Rights to information in relation to automated decision making and profiling.

Contact us

We have a data protection officer who supervises how we use personal information. You can contact our data protection officer about privacy related issues by:

- Sending an email to dataprotectionofficer@markelintl.com
- Writing to the: Data Protection Officer, Markel International, 20 Fenchurch St, London, EC3M 3AZ.