

Terms of Business

Accepting our Terms of Business: By asking us to quote for, arrange or handle your insurance, you are providing your informed agreement to these Terms of Business. We draw your particular attention to: the section headed 'The Processing of Your Personal Data' and specifically the sub-section 'Credit checks'. For your own benefit and protection you should read these terms carefully. 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 Lansdowne Woodward Ltd, Princes Court, Princes Road, Ferndown, Dorset, BH22 9JG.

The Financial Conduct Authority: Lansdowne Woodward Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register Number is 306150. Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts and credit broking and supplementary debt-related administration in relation to insurance instalment facilities. You may check this on the Financial Services Register by visiting the FCA website, www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Our Service: Our role is to advise you and, after we have assessed your needs, to provide you with a personal recommendation explaining why the product recommended best meets your requirements.

Where we can offer the availability of an instalment facility in order to pay the insurance premium by regular instalments, we do not offer advice in relation to this but we may ask some questions to narrow down the selection of options available; you will then need to make your own choice about how to proceed.

We act as an insurance intermediary, not an insurer. We will usually act on your behalf when arranging your insurances, when helping you make any changes to your policy, when you renew your insurance and in the event of a claim. If there are any circumstances where we act as an agent of the insurer, we will let you know the capacity in which we act before we finalise your insurance arrangements.

We will not in any circumstance guarantee the solvency of any insurer.

We provide a personal recommendation and select personal and commercial insurances from a fair and personal analysis of the market, but for certain products, we only select products from a limited number of insurers or only offer products from a single insurer, which means we do not give a personal recommendation on the basis of a fair and personal analysis. We will give you further information about this before we finalise your insurance arrangements. 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 may be able to offer finance for insurance premiums through the insurer, Close Brothers Limited, or Premium Credit. We will give you further information about this before we finalise your instalment arrangements.

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 at the above address; by telephone on 01202 874989; by email to mail@lansdowne-woodward.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. You can write to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone from a landline 0800 023 4567; from a mobile 0300 123 9123. Access to the Financial Ombudsman Service is available for complainants falling within one of the following categories at the time we receive their complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Micro-enterprises (businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million)
- Other small businesses (with an annual turnover of below €6.5m, and less than 50 employees or with an annual balance sheet total of below €5 million)
- Charities with an annual income of under €6.5 million
- Trustees of a trust with a net asset value of under €5 million

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. 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 (freephone) or 020 7741 4100 or www.fscs.org.uk.

Payment for Our Services: We normally receive commission from insurers, product providers and where applicable finance providers. Any commission we receive will be paid by the insurer or product provider from the insurance premium and any commission received from the premium finance provider will be paid from the finance repayment. If the type of policy we sell with Aviva, RSA or R&Q reaches specific profit targets the insurers also pay us an additional bonus. If you are a commercial customer, on request we will be pleased to provide information about any commission received by us in the handling of your insurances. We also charge you for handling your insurances:

- Travel Insurance administration fee £10
- Commercial Customer administration fee £25
- Personal Lines (Consumer) midterm adjustment administration fee £10
- Personal Lines (Consumer) new business and renewals administration fee £20
- Cancellation during the cooling off period: Some insurers make a charge during this period and you will be advised if there is such a charge in relation to the cancellation of your insurance policy within the cooling off period
- Cancellation fee after the 14 day cooling off period, Commercial policy £50, Personal Lines (Consumer) policy £25

You will receive a quotation 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 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'.

Handling Money: Our financial arrangements with most insurers are on a 'risk transfer' basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. However, if Risk Transfer does not apply, such monies will be held by us in a Statutory Trust Account set up in accordance with the FCA rules. Interest earned on monies held in such a Statutory Trust Account will be retained by us. For the purpose of some transactions, client money may pass through our authorised intermediaries before being paid to the insurer.

Cancellation of Insurances: You should make any request for the cancellation of a policy in writing. In the event of cancellation, charges for our services will apply in accordance with the 'Payment for Our Services' section above. 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.

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 of 7 days notice. 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 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.

Your Responsibilities: If you are a consumer, 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 fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

If you are a commercial customer you have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstances are:

- Special or unusual circumstances relating to the risk
- Any particular concerns which led you to seek insurance cover for the risk and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size & complexity of your business, and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis.

You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.

The Processing of Your Personal Data: In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, date of birth, contact details and 'health' or 'criminal offences' dependent on the class of insurance.

We will process your personal data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances and in arranging insurance premium finance, where applicable. Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by e-mailing mail@lansdowne-woodward.co.uk.

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm or with other authorised third parties and product and service providers such as insurers and premium finance providers where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact our Data Privacy Representative by emailing mail@lansdowne-woodward.co.uk or by writing Princes Court, Princes Road, Ferndown, Dorset, BH22 9JG or by telephoning 01202 874 989. How we process your personal data is detailed further within our Privacy Notice. <http://www.lansdowne-woodward.co.uk/our-privacy-notice>.

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 associated companies, 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.

Claims Handling Arrangements: You should take note of the claims handling procedures noted in your policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim whether you intend to claim or not. We will employ due care and skill if we act on your behalf in respect of a claim.

Limitation/Exclusion of Liability: Our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited in circumstances to £2 million per claim. In respect of any other claim arising out of our performance or non- performance of the services hereunder our liability shall be limited to the amount of commission and fees received by us for arranging your insurance cover during the 12 months prior to such a claim arising.

Lansdowne Woodward Limited

Registered in England and Wales. Company No. 4583177. Registered Address: Princes Court, Princes Road, Ferndown, Dorset, BH22 9JG

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Authorised and Regulated by the Financial Conduct Authority

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