



# Initial Disclosure Document



**Gallagher**

Fly-Sure

# Initial Disclosure Document (IDD) – Important Information

## What is the purpose of this document?

This document sets out important information about who we are, the services we provide and the terms on which we agree to act for you and details of our statutory and regulatory duties.

This document will supersede any IDD or terms of business agreement that we may have previously sent to you. The terms of any separate services agreement between you and us must be read in conjunction with this document and, in the event of a conflict, the terms of the services agreement will take precedence over this document. It is important that you read this document carefully as it contains details of our statutory responsibilities and your contractual obligations. If there is anything that you do not understand you should inform us otherwise we will assume you are providing informed consent to these terms.

References in this document to 'we', 'us', and 'our' shall mean Arthur J. Gallagher Insurance Brokers Limited and references to 'insurers' shall include insurers, underwriters, managing agents and, where applicable, reinsurers with whom we place business.

## Who are we?

Arthur J. Gallagher Insurance Brokers Limited is a company incorporated in Scotland (registered number SC108909) whose registered office is at Spectrum Building, 55 Blythwood Street, Glasgow G27AT. You can find out more about us at [www.ajginternational.com](http://www.ajginternational.com).

## Who regulates us?

The Financial Conduct Authority ('FCA') is the independent watchdog that regulates the provision of financial services. We are authorised and regulated by the FCA. Our registration number is 311786. We are permitted by the FCA to act as a general insurance intermediary, to arrange credit and collect payments. You can check these details by visiting the FCA's website ([www.fca.org.uk/register](http://www.fca.org.uk/register)).

## Whose products do we offer?

We offer products from a range of insurers. A list of insurers we use is available upon request.

We offer the following arrangements for personal lines insurance:

We have developed our Fly-sure travel product, which is sourced from a single insurer with which we have arranged a delegated underwriting authority agreement. This means that we have the right to undertake certain activities on the insurer's behalf and are acting as its agent.

We may place your insurance using alternative access to insurers, including through our managing general agents, which may include our group managing general agent, Pen Underwriting and our other group companies who may have similar arrangements with insurers. Please see the section headed **Conflicts of Interest** for further information.

### What service(s) can we provide to you?

Our services to you may include (but are not restricted to): advising you on your insurance needs, arranging insurance policies with insurers in order to meet those needs, helping you to make changes to your insurance policy, providing assistance to you in submitting a claim and any other related services. In certain circumstances, insurers may have delegated authority to us to carry out certain activities, such as binding risks, handling claims or issuing documents.

We will be acting on a 'non-advised' basis; this means that we are happy to offer you information about the features and benefits of our products and services so you can decide which of these best suits your requirements. We are acting as the agent of the insurer and this is why we will not be making a recommendation to you about which insurance you should select.

### How are we paid for our services?

Payment for our services may be by way of:

- a) A fee that we agree in advance with you;
- b) Brokerage/commission, which is a percentage of the insurance premium paid by you and given to us by the insurers with whom we place your business; or
- c) Administration charges in addition to any insurance premiums for the administration, arranging, amending, renewing and cancelling of any policy of insurance.

Payment for our services may be a combination of a) b) and c).

Details of any fees/charges will be declared to you in advance of them being incurred so that you are able to make an informed decision. Unless we specifically agree otherwise, brokerage/commission and fees are earned when we arrange an insurance policy for you, or in the case of any other service when we commence providing that service to you.

We may receive additional payments such as a profit share or profit commission from insurers, for instance, from insurers payable under a delegated underwriting authority or other facility or individual contract in recognition of overall profitability. We may also earn income from arranging premium finance. We may also earn income from insurers or other sources in other ways. For example, we may receive income from insurers for ancillary services provided solely on their behalf.

Upon request, we will be pleased to provide details of any income we are due or have received as a result of placing your business.

### Conflicts of Interest

Circumstances may arise where we have a conflict of interest between us (including our managers, employees or agents) or another of our group companies and you, or between you and another of our clients. We always aim to treat you fairly and avoid conflicts of interest. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you.

We may arrange insurance for you through another company in the Arthur J. Gallagher group which acts on behalf of one or more insurers, including Pen Underwriting Limited. In arranging an insurance solution that meets your demands and needs, we will ensure that our duty to you does not conflict with the duties that an Arthur J. Gallagher group company owes to the insurers that it represents.

## Your Policy Documentation

You will receive written terms and conditions of any insurance policy we arrange for you. Please check these documents and advise us as soon as reasonably practicable if the terms of the cover arranged are not in accordance with your requirements. Please pay special attention to the claims notification provisions and to any warranties and conditions as any failure to comply with these terms may invalidate your cover.

## What to do if you have a complaint

We are committed to delivering the highest standards of customer care and we have procedures in place to investigate complaints. You should contact us by email at [uk.fly-sure\\_enquiries@ajg.com](mailto:uk.fly-sure_enquiries@ajg.com)), or by telephone on 0800 519 0747 in the first instance who will try to resolve your complaint within three working days. Alternatively, you can contact our central complaints team using the following details:

By email: [personallinesUK@AJG.com](mailto:personallinesUK@AJG.com)

By telephone: 0141 285 3539

We undertake to:

- Try and resolve the complaint within 3 working days and write to you confirming if we have done so;
- Acknowledge any formal complaints promptly;
- Respond fully to your concern or complaint within four weeks or less. If for any reason this is not possible, we will write to you to explain why we have been unable to conclude the matter quickly. If we have been unable to resolve your complaint in eight weeks, we will write to you explaining the reason as to why this has not been possible. We will also advise you of your right to refer your complaint to the Financial Ombudsman Service (if applicable).

### Financial Ombudsman Service

If you still feel that we have not been able to resolve the matter to your satisfaction, after this process you may have the right (subject to eligibility) to refer your complaint to the Financial Ombudsman Service; the address is:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 0234 567 (from landline)

Telephone: 0300 123 9 123 (from mobile)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your statutory right to take legal action will not be affected.

### Online Dispute Resolution Platform

The European Commission has established an Online Dispute Resolution Platform (ODR Platform) [http://ec.europa.eu/consumers/odr/index\\_en.htm](http://ec.europa.eu/consumers/odr/index_en.htm) that is specifically designed to help EU consumers who have bought goods or services online from a trader based elsewhere in the EU and subsequently has a problem with that online purchase.

The ODR platform will refer your complaint to the Financial Ombudsman Service which will then pass it on to Arthur J. Gallagher.

## Are we covered by the Financial Services Compensation Scheme (FSCS)?

You may be entitled to compensation from the Financial Services Compensation Scheme ('FSCS') should we be unable to meet our obligations and subject to eligibility. Details of the circumstances in which you can make a claim – and instructions on how to do so – can be found on the FSCS website: <http://www.fscs.org.uk>.

## How your money is handled

In our role as intermediary between you and your insurer, we may hold money either paid by you to be passed on to your insurer or paid to us by your insurer to be passed on to you. For your protection, money received from you, or money to be paid to you, will be held by us in accordance with FCA rules.

Where we have an agreement with your insurer to hold money as their agent, any premiums you pay to us are treated as having been received by the insurer as soon as they are received by us. Claims payments and/or premium refunds are treated as received by you when they are actually paid to you. Where we receive monies as agent of your insurer, we can only deal with that money in accordance with the instructions of the insurer. This means that, for example, if you want us to return such monies to you, we can only do so with the agreement of the insurer.

Where we do not have an agreement with your insurer to hold money as their agent, we will hold premiums you pay to us as your agent. Money we receive from your insurer which is payable to you will be your property whilst we hold it. Money we hold as your agent is referred to as "Client Money". FCA rules require us to keep Client Money separate from our own money. We hold Client Money with an approved bank, segregated in a client account subject to a Non-Statutory Trust ("NST"). The aim of the NST is to protect you in the event of our financial failure

## How We Use Your Data

Gallagher is the trading brand of Arthur J. Gallagher Insurance Brokers Limited. We are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, reinsurers, other brokers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our privacy notice <https://www.ajginternational.com/privacy-policy/>

If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

