

TERMS OF BUSINESS AGREEMENT



Arthur J. Gallagher Insurance Brokers Ltd., The Walbrook Building, 25 Walbrook, London EC4N 8AW
Terms of Business Agreement; for fly-sure products only

1. Terms of Business Agreement

It is important that you read this Agreement carefully. Please contact us immediately if there is anything in the Agreement that you do not understand or accept, as otherwise, we shall proceed on the basis that we have your informed consent to the terms of this Agreement.

2. Whose products do we offer?

We only offer products from a single insurance provider for the following travel product:
fly-sure – Aspen Insurance UK Limited

3. The services we provide you with and the capacity in which we are acting

We will be acting on a 'non-advised' basis which means that we are happy to offer you information about the features, benefits, limitations and exclusions of the fly-sure product so you can decide whether the product suits your requirements. In these circumstances we are acting as the agent of the insurer and we will not be making a recommendation to you about which insurance you should select

4. What will you have to pay us for our services?

We earn remuneration by receiving a commission payment from the insurance company with which the insurance is placed. This amount will usually be calculated as a percentage of the insurance premium and the percentage will have been contractually agreed with the insurance company.

We will not charge a fee for the placement of individual travel products but we do charge a fee for payment by credit card of 2% of the premium. Payment can be made by Debit or Credit Card for on-line sales and also by Cheque for paper based sales.

We may also benefit from earnings we are able to generate through management of cash balances held, on behalf of providers and clients and from our relationship with other non-insurance companies. These may not be identifiable from a specific client or account.

5. Cancellation

If you are not happy with your policy you may cancel it within 14 days of either accepting the policy or from receipt of your documentation (whichever is the later) and your premium will be refunded in full, provided no claims have been made and we receive your returned certificate, prior to the departure date. **If you choose to cancel the policy outside this 14 day period no refund will be given.**

6. Important disclosure information

It is important that the information you have provided to us is to the best of your knowledge true, accurate and complete and reflects your current circumstances. If your circumstances change, please inform us. If we or the insurer discover that the details provided to us are untrue, inaccurate or incomplete, this may result in increased premiums, refusal of all or part of a claim and/or your policy being cancelled or treated as if it never existed.

7. Client Money

We hold premiums as agent of the insurer. This means that your premium is deemed to be received by the insurer upon receipt by us. For accounting purposes we will take commission due to us upon receipt of your premium unless our Terms of Business with the provider specifies otherwise. Whilst we monitor the financial strength of the insurers with whom we place business it should be noted that the claims-paying ability of even the strongest insurers may be affected by adverse business conditions. We cannot therefore, guarantee the solvency of any insurer or underwriter.

8. Who regulates us?

fly-sure.co.uk is a trading name of Arthur J. Gallagher Insurance Brokers Ltd which is authorised and regulated by the Financial Conduct Authority ("FCA"), Financial Services Register number 311786. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. Arthur J. Gallagher Insurance Brokers Ltd is a member of the Arthur J. Gallagher group. This can be verified by visiting the FCA's website <http://www.fca.org.uk/register>, or by contacting the FCA on 0800 111 6768.

9. Data Protection

We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. Your personal information will be kept secure. Records are kept as required under various statutory and regulatory requirements.

10. What to do if you have a complaint

If you wish to register a complaint, please contact us:

In writing: Write to Pete Drummond, Arthur J. Gallagher Insurance Brokers Ltd., London City, The Walbrook Building, 25 Walbrook, London EC4N 8AW. **By phone:** Telephone 020 7033 0660 **By Email:** pete_drummond@ajg.com

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, www.financial-ombudsman.org.uk.

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567 (from landline) or 0300 123 9123 (from mobile)
Email: complaint.info@financial-ombudsman.org.uk

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

We are covered by the FSCS. 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. Further information about compensation scheme arrangements is available from the FSCS www.fscs.org.uk.

This agreement shall be governed by the Laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts. Effecting Cover, whether new business or renewal, constitutes acceptance and consent of all terms contained herein.