

## 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, 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. 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 Vasek Insurance is a trading name of 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?

Vasek Insurance is a trading name of Arthur J. Gallagher Insurance Brokers Limited which is a company incorporated in Scotland (registered number SC108909) whose registered office is at Spectrum Building, 55 Blythswood Street, Glasgow G2 7AT. You can find out more about us at [www.ajg.com/uk/](http://www.ajg.com/uk/).

### Who regulates us?

We are authorised and regulated by the Financial Conduct Authority (FCA). The FCA is the independent watchdog that regulates the provision of financial services. 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)) or by contacting the FCA on 0800 111 6768.

### Whose products do we offer?

We only offer products from a single insurer for our policies.

We only offer products from a single insurer for any optional ancillary products.

In certain circumstances we may act for insurers or use services of other of our group companies - 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): arranging insurance policies with insurers in order to meet your 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 in respect of a service that we provide to you in respect of any single contract of insurance may be made up of one or more of the following:

- (a) a fee paid by you: details of this, or the basis of calculation, will be declared to you in advance of this being incurred;
- (b) brokerage/commission, which is a percentage of the total annual insurance premium paid by you and given to us by the insurers with whom we place your business; and
- (c) administration charges, in addition to any insurance premiums and/or fees, for administration of your policy, including amending and cancelling any policy: these apply on most placements (even where a) and/or b) apply), and details of these charges will be provided to you in advance of them being incurred.

Please note that where we have not agreed a fee (a) payable by you in respect of any contract of insurance, our remuneration will be by way of commission (b). There may be instances where we have agreed a fee (a) with you, and for subsequent, additional policies, we also earn a commission. In these cases, and upon request, we will explain which remuneration applies to each policy.

If we charge you a fee (a) in relation to any contract of insurance, and either also receive commission payments in respect of that contract of insurance, or will do so in relation to any subsequent contracts, then we will inform you of that fact prior to the fee being incurred. Please note that for commission (b), we do not intend to earn commission from the taxation element of any insurance premium tax.

We may receive additional payments such as a profit share or profit commission from insurers, for instance, payable under a delegated underwriting authority or other facility or individual contract in recognition of overall profitability. 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. We are entitled to withdraw fees, commission and administration charges as noted above from the client account. 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.

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. However in respect of any payment made to us this will only be recognised as payment for the service when we have reconciled your payment. We will be entitled to retain all fees and brokerage in respect of the full period of contract(s) of insurance arranged by us including in circumstances where your policy has been terminated and your insurers have returned pro-rated net premium. Consistent with long established market practice, we will deduct our brokerage and other commissions from the premium once received.

If you decide to terminate our appointment in relation to policies we have placed on your behalf and where, (i) the policy or policies have not expired, and (ii) premium is due on the policy or those policies, we are entitled to any brokerage/commission originally due on the policy or policies and you will ensure the broker subsequently appointed to administer the policy or policies agrees and accepts to collect the brokerage/commission and remit to us in good time.

### Premium Finance Arrangements

Where you decide to enter into a credit scheme for the payment of premium, you will receive separate terms and conditions from the relevant premium finance company or insurer which will govern that arrangement. You agree that, in accordance with the terms of any such credit scheme or otherwise, we may instruct your insurer to cancel your policy if you are in default under the credit scheme and that any return premium or other payment due from the insurer may be applied to discharge your liability or liability we have assumed on your behalf, under the credit scheme without further reference to you. Where you have instructed us to obtain insurance on your behalf, to the extent that we are required to meet your premium payment obligations, we reserve the right to recover those monies from you. We also earn income from arranging premium finance arrangements.

### 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. An example may include a placement with a separate underwriting team within Arthur J. Gallagher Insurance Brokers Limited, Pen Underwriting Limited or Arthur J. Gallagher UK 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.

We may act as agent of an insurer under a delegated underwriting authority and/or delegated claims settlement authority. In these instances, where we act as your agent for your insurance needs we will always act in your best interests when arranging your policy.

### 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 always try to provide a high standard of service but if you ever have cause to complain, please do so by contacting us in the first instance and we will try to resolve your complaint within three working days.

If you wish to deal with someone wholly independent of the branch or division that has been servicing your business, please contact our central complaints team:

In writing: Complaints Team, Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT

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

By telephone: 0141 285 3539

We are committed to delivering the highest standards of customer care and we have procedures in place to investigate complaints. In such circumstances 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).

#### **Lloyd's of London**

If we are unable to resolve a complaint which relates to the performance of your policy or the insurer, and your policy is underwritten at Lloyd's, you may refer your complaint to Lloyd's for review. Lloyd's' contact details are below, and further information on the referral process can be found on the Lloyd's website.

Address: Lloyd's Complaints Team, One Lime Street, London. EC3M 7HA

Telephone: 020 7327 5693 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Email: [complaints@Lloyds.com](mailto:complaints@Lloyds.com)

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

#### **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 right to take legal action will not be affected.

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

We are covered by the Financial Services Compensation Scheme ('FSCS'). You may be entitled to compensation from the FSCS if we are unable to meet our financial 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>. Separately, your insurer and/or you may be covered by a different compensation scheme.

#### **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.

We may take payment from you when your policy next renews using payment card information you have shared with us and which we will retain. If we intend to do this, we will confirm this to you in your renewal invitation prior to your next policy renewal. You may opt-out of automatic renewal at any time by contacting us.

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.

We may invest Client Money held in the NST in accordance with FCA rules relating to Client Money. If we do invest money in this way, we will be responsible for meeting any shortfall in the value of the investments at the time of their realisation. Any interest or profits earned on Client Money held by us will be retained by us for our own use, rather than paid to you.

#### **How do we maintain your privacy?**

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. We also use personal data for business purposes to advise, improve and develop our products and services, to comply with our legal and regulatory obligations for fraud prevention and financial management, to conduct data analytics, surveys, benchmarking and risk modelling to understand risk exposures and experience, and to collect and use your data in the creation of databases, data models and reports. The use of this data may be used in the services provided to you or third parties, except any services provided to third parties would only include aggregate, anonymised or de-identified data. We may share personal data with our group companies and third parties such as (re)insurers, other brokers, surveyors, loss adjusters, loss assessors, third party claims administrators, credit reference agencies, premium financing providers, service providers, professional advisors, regulators or fraud

prevention agencies. We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

In order to operate as a global business and provide our services, we may transfer personal data across borders. Any such transfers will comply with applicable law and be subject to suitable safeguards to ensure an adequate level of protection, including where required, the use of standard contractual clauses approved by the local data protection regulator, that require each party to ensure that the personal data receives an adequate and consistent level of protection.

Please see our Privacy Notice for further information on how your personal data is used, shared, transferred, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at [www.ajg.com/uk/privacy-policy/](http://www.ajg.com/uk/privacy-policy/). From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that you have obtained all appropriate consents, where required, tell them you are providing their information to us and show them a copy of this notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

### Termination

Without prejudice to any rights that have accrued under this agreement or any other rights or remedies, either party may terminate the services contemplated under this agreement by giving not less than 30 days' notice in writing to the other.

We are not required to act for you, or to continue to act for you, if we reasonably consider that to do so would put us in breach of, or would expose us or our affiliates to fines, penalties or sanctions under, any laws, regulations or professional rules. In such circumstances, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

You may also have cancellation rights, including if applicable statutory rights, in respect of your insurance policy, details of which will be set out in separate documentation.

### Financial Crime

You confirm that you will comply with all laws, statutes and regulations that apply to you relating to anti-bribery and corruption, including the UK Bribery Act 2010 and (if applicable) the US Foreign and Corrupt Practices Act 1977.

Please be aware that we are required to obtain adequate "Know Your Client" information about you. In order to prevent bribery, corruption, fraud or other financial crime, we may take further steps, including notification to the relevant authorities, carrying out status and credit checks using credit reference agencies, and other screening background checking as appropriate. The policies we arrange may include clauses on financial and trade sanctions, anti-money laundering and export controls, ("Sanctions"). You should take legal advice where necessary and pay special attention to relevant policy clauses.

To comply with financial crime or Sanctions requirements, we may be prohibited from providing broking or risk consulting services, including placement and claims handling services; may be required to take actions such as freezing the funds in which parties subject to Sanctions have an interest; or may make regulatory notifications or licence applications as required or appropriate in accordance with Sanctions. Your insurers and other third parties we deal with, such as financial institutions, may also apply their own policies or restrictions.

You acknowledge and agree that we reserve the right to take steps to comply with financial crime or Sanctions legislation (and we will not be liable to you for this or for similar steps taken by third parties. You should advise us of all of the countries connected to the (re)insurance you require. We reserve the right not to perform obligations under this agreement to the extent that this would be contrary to our commercial risk appetite or where performance would be impracticable including because of bank policies restricting the processing of premiums, claims funds or fees related to such countries or related parties.

Please be aware that we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran - including because of significant difficulties in processing payments and other commercial and reputational considerations.

### Your Disclosure Obligations

Please note that the Consumer Insurance (Disclosures and Representations) Act 2012 governs your disclosure obligations with us. You must take reasonable care to provide complete and accurate answers to the questions we ask. Please read any assumptions carefully and confirm if they apply to your circumstances. Please tell us within 14 days of you becoming aware if the information provided by you changes after you purchase your policy and during the period of your policy. If you do not provide us with complete and accurate information which is subsequently disclosed, or comes to light after the commencement date of the insurance, your insurer may consider that you have misrepresented your risk and could either revise the premium and / or change any excess, or the extent of cover may be affected, cancel your policy or refuse to pay claims or both.