

Ollo Business Insurance – Terms of Business

1. Purpose of this document

Please read this document carefully as it sets out the terms on which we agree to act for you as our client and provide services to you (Terms of Business). It also contains important regulatory and statutory information.

If we do not receive your express acceptance of these Terms of Business, your continuing instructions will constitute your agreement to be bound by these Terms of Business.

2. Who we are and our status

“We/us/our” means Ollo Business Insurance, which is a trading name of Caunce O’Hara & Company Limited (registered in England with company number 03676983), registered office 20 Fenchurch Steet, London, EC3M 3AZ, with its main trading address at 11th Floor, 82 King St, Manchester, M2 4WQ.

We are authorised and regulated by the Financial Conduct Authority (“FCA”) (FRN 306183). We act as an insurance intermediary and have permissions to carry on general insurance distribution and credit broking. You can check this information by visiting the FS Register (<https://register.fca.org.uk>) or by contacting the FCA on 0800 111 6768.

Ollo, Ollo Business Insurance, Ollo Insurance and Ollo Specialist Business Insurance Brokers are trading names of Caunce O’Hara & Company Limited.

We are part of the Markel Group and Markel Group Inc. is the ultimate holding company for Caunce O’Hara & Company Limited.

3. Our role and services

As an insurance intermediary, we act as your agent when arranging your insurance (including any amendments and renewals) and in the event of a claim. We act on behalf of your insurer when we collect and handle your premium. In some instances, we may act under a delegated authority from insurers where we perform activities on behalf of your insurer such as issuing policy documentation, and handling or settling claims – where this occurs, you will be notified at the time. We may also be involved in the design and development of insurance policies and may market and brand insurance under our own name, but these products will always be underwritten by an insurer.

We act for you in arranging policies (including amending and renewing insurance cover) on a non-advised basis. This means that you will not receive advice or a personal recommendation from us. We will provide information to you and may ask you some questions to narrow down the selection of products, but you will need to make your own decision on how to proceed and you should ensure that your insurance provides suitable cover and meets your needs.

Which insurers do we use?

We may offer insurance through a range of insurers and through a variety of models. Depending on the type of cover you need, we will offer you a policy from either a single insurer or a limited panel of insurers.

The insurer will be set out in your policy wording. We will endeavour to inform you separately as to which of these applies before we arrange your policy and, where we have used the limited panel of insurers, we can provide you with a list of insurers considered upon request.

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

Conflicts of Interest

As an insurance broker we usually act for you. Circumstances may arise where we find that we have a conflict of interest, or otherwise have a material interest in or related to a matter in which we are acting. For example, we may be asked to act on behalf of an insurer in the appointment of a loss adjuster or we may find that the interests of two clients for whom we act conflict.

We have conflict management procedures, and we seek to avoid conflicts of interest, but where a conflict is unavoidable, we will explain the position to you and manage the situation in a way which is designed to avoid prejudice to any party.

The insurance market is complex and there could be other relationships not described here which might create conflicts of interest. Whatever the circumstances, we will act in your best interests. If a conflict arises for which there is no feasible solution, we will withdraw unless you wish us to continue to act for you, and you provide us with your written consent to that effect.

Premium finance and credit checks

We may act as a credit broker by giving you information about premium finance arrangements. Where we act as a credit broker, we will be acting on behalf of the premium finance provider and we will not provide advice or a personal recommendation to you in relation to such premium finance options.

Where you have agreed to take out finance, insurers and premium finance providers may, at any time and to protect customers from fraud, conduct credit and anti-money laundering checks to verify your identity. These checks leave a record of the search and will be visible to third parties.

4. Our charges and remuneration

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 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 have placed.

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 target, certain insurers may pay us an additional commission.

We are committed to ensuring transparency of our remuneration and we will, at your request, disclose our remuneration in accordance with applicable laws.

5. Payment of premiums

We offer several convenient ways for you to pay your insurance premium:

- Credit or Debit Card: Quick and easy payments.
- Instalments: Spread the cost over monthly payments using a Direct Debit facility provided by our premium finance provider.
- Cheque or Bank Transfer: Available for selected products.

Instalment Facility

In arranging instalments via premium finance, we act as a credit broker to provide you with a premium finance facility which is designed solely for the purposes of facilitating a loan for repayment of insurance premiums. Our premium finance provider is registered under the Consumer Credit Act and your credit agreement is with them. Full details will be provided at the point of sale and you will be sent a full credit agreement, by the premium finance provider, before the first premium is collected.

Please note, the premium finance provider may charge addition fees in certain circumstances, these will be in line with their credit agreement with you, and as explained by us to you during the sales process.

Where fees are payable in addition to the premium, we will inform you separately.

Instalment Facility Cancellation Policy

If you need to cancel your policy mid-term, please note that we do not offer partial refunds of instalments, and your cover will expire from the end of the current billing period.

If you have paid a deposit, the payment for this will be taken into account when calculating your cancellation date, ensuring the premium paid is only used to insure your time on risk.

We reserve the right to request a 30-day notice period for cancellation; however, we may agree this at shorter notice where appropriate.

How we handle your money

In most cases, we will collect premiums from you and hold these on behalf of insurers and this is known as a risk transfer arrangement. In some cases, payment of the premium will be made directly to the insurer. Under risk transfer arrangements, the insurers agree that any premiums you pay to us are treated as having been received by the insurer as soon as they are received by us and claims payments and/or premium refunds are treated as received by you when they are actually paid to you.

6. Your obligations

Before taking out your policy, renewing, amending, or extending your policy and during the lifetime of your policy, you have a duty to make a fair presentation to your insurers of your risk to be insured. This information must be provided in a reasonably clear and accessible format. You must disclose all material information about your risk, this being information that might affect the judgement of a prudent insurer in deciding whether to accept your risk or not.

You must make reasonable enquiries and carry out a reasonable search of material information and ensure that all individuals (including senior management) 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 ensure that any proposal forms, fact finds, or other information provided by you is complete, correct, accurate and given in good faith. Failure to comply with your duty of fair presentation could prejudice your right to claim and may involve insurers applying additional terms to your policy from the start date or involve part or your entire claim being declined. In some circumstances, the insurer may be entitled to retain your premium whilst avoiding the policy or apply additional terms to your policy.

7. Financial crime and other checks

We may check, share, and record information provided by you with fraud prevention and prosecution check agencies (and other companies registered with such bodies) and public bodies (including the Health and Safety Executive, National Crime Agency and/or the police) in the UK or abroad.

You agree to provide us with such information about you and your associates as we may reasonably require to comply with financial crime legislation including in relation to financial sanctions, proceeds of crime and anti-money laundering. 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 may include the checking of your information against the HM Treasury list of financial sanctions targets as well as other publicly available sanctions lists. Please note that we or the insurers may cancel your policy within 5 business days if these financial crime and other checks are not satisfied.

We are obliged to report to the National Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

Where we believe it is necessary or required, we may take certain actions including without limitation ceasing to provide services to you, freezing funds held on behalf of you or a third party and/or passing on your details to relevant authorities or regulators. We may not disclose this to you depending on whether we consider we are prohibited from making such a disclosure.

8. Renewals

Where you have actively elected, your policy will automatically renew each year. We will write to you in advance of your renewal date and set out details of the policies that you hold as well as the renewal premium for the forthcoming year. 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.

We will attempt to automatically renew your policy, where appropriate, using the payment details you 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. You will have 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.

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 contact you up until the fourteen (14) day period has expired.

Should you not wish for your policy to be automatically renewed then you should contact us immediately, or at any time during the policy term. Call us on 0333 070 6013, email us at customerservice@olloinsurance.co.uk or write to us at Customer Services, Ollo Business Insurance, 11th Floor, 82 King Street, Manchester, M2 4WQ.

Where you have actively elected for your policy to not automatically renew, we will write to you in advance of your renewal date, and you will need to contact us to renew your policy.

9. Cancellation

Your insurance policy may include a cancellation clause and certain rights for you to cancel. Full cancellation details will be contained in your policy documents.

In the event of cancellation please check your insurance policy for full details of whether and how any return premium will be determined. Note that our remuneration is earned at the point of inception and will not be refundable in the event of cancellation, avoidance, or early termination of the policy.

10. Claims

You must notify insurers as soon as possible in the event of a claim. Please refer to your policy documentation for details on how to make a claim.

11. 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 0207 953 6020, email us at complaints@markel.com or write to us at FAO Legal and Regulatory, Counce O'Hara & Company Ltd, 20 Fenchurch Street, London, EC3M 3AZ. Please quote your policy number.

We will acknowledge your complaint in writing, within five (5) working days of receipt, send you a copy of our

complaints procedure and advise you as to 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
Website: www.financial-ombudsman.org.uk

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

12. Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of insurance contract we have arranged for you, certain eligibility criteria and the circumstances of your claim. Insurance arranging is covered by the FSCS for 100% of your claim if it relates to compulsory insurance. For other cases, it is covered for 90% of the claim 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.

13. Support, assistance and feedback

Please feel free to let us know if you, or anyone else covered under these Terms of Business, has any additional requirements, or otherwise require(s) additional support, assistance, or guidance.

Any feedback that you might have with our services is always welcome. Providing a quality service and maintaining good outcomes for our customers is important to us, so if you have any queries or feedback in relation to any insurance product placed under these Terms of Business, please contact us. Call us on 0333 070 6013, email us at customerservice@olloinsurance.co.uk or write to us at Customer Services, Ollo Business Insurance, 11th Floor, 82 King Street, Manchester, M2 4WQ.

14. Confidentiality and security

We and you agree to ensure that any information provided by one party to the other is treated as private and confidential. However, we may disclose your information as part of the normal course of our business to our employees, partners, agents, finance providers, professional advisors, subcontractors, and insurers (and their agents) and to any person where we are required to do so under applicable law or regulation. This paragraph will not apply to information that was already in the rightful possession of a party prior to us arranging your insurance or to information which is public knowledge.

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 on our website www.olloinsurance.co.uk or we can provide a paper copy or other format on request.

15. Limitation of liability

Nothing in these Terms of Business shall limit or exclude our liability for personal injury or death caused by negligence, or fraudulent acts, or any liability to you arising under our regulatory obligations insofar as we are prohibited from limiting our liability to you in respect of the same.

Our total aggregate liability in respect of all other claims arising out of or in connection with these Terms of Business shall not exceed the sum of £3,000,000. Should you feel this is not sufficient for you or your business please contact us to discuss a higher limit of liability. Any agreement to increase the limit of liability will be

made in writing between us and you and will form part of these Terms of Business.

We shall not be liable to you for any indirect or consequential loss or damage; these may be losses that are not reasonably foreseeable (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the services we provide to you.

16. Security

We do not guarantee the solvency of any insurer we place business with. This means that you may still be liable for premium due and/or that you may not be able to recover premium paid where a participating insurer becomes insolvent and is unable to cover its financial obligations.

17. Termination

These Terms of Business may be cancelled by you or by us without cause or penalty by either you or us giving one month's written notice to the other. In the event of termination, we will be entitled to retain any fees and all the brokerage payable.

18. 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:

beyond our reasonable control; materially affects the performance of any of our obligations under this agreement; and could not reasonably have been foreseen or provided against.

19. 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.

20. Variation and amendments

We may amend these Terms of Business at any time by giving you thirty (30) days' notice in writing before such changes become operative.

21. Assignment and subcontracting

We may assign any or all our rights under these Terms of Business by giving you not less than thirty (30) days' written notice. You may not assign, subcontract, or encumber any rights or obligations under these Terms of Business, in whole or in part, without our prior written consent, at our sole discretion.

22. Entire agreement

These Terms of Business constitute the entire agreement between you and us and supersede all previous agreements, understandings, and arrangements in respect of its subject matter, whether in writing or oral.

23. 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.

24. 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.

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 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) to process your personal data and the relevant bases which we use are shown 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 a single insurer or a limited panel of insurers, some who may 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 requires safeguards if 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 email at dataprotectionofficeruk@markel.com or in writing to Data Protection Officer, Markel International, 20 Fenchurch Street, London, EC3M 3AZ (please provide reference – Ollo Business Insurance)

This is subject to the provisions of the Data Protection Act 1998. Please note that a reasonable fee may be charged to cover administration costs associated with a subject access request, where the request is manifestly unfounded, excessive or where you ask for further copies of your information following a request.