

# CLIENT TERMS OF BUSINESS AGREEMENT - General Insurance

## 1. INTRODUCTION

These Terms of Business explain the services we offer, how you will pay for our services and our regulatory status. It is an important document which sets out the terms on which we agree to act for our clients and which we intend to rely on. It replaces any previous agreements and understandings we have with you (whether verbal or written).

Please read these Terms of Business carefully and retain for future reference. We draw your attention specifically to:

Section 8 'Data Protection and Communications' which sets out how we will use your data; and

Section 9 'Client Money' which explains our terms for handling client money in a Non-Statutory Trust account.

If there is anything in this document which you do not understand or with which you disagree, please contact us immediately using any of the contact details given in Section 3 'Who We Are'.

## 2. COMMENCEMENT

These Terms of Business shall commence on the date you receive them from us and shall remain in force until terminated in accordance with Section 14 'Ending your Relationship with Us'.

By asking us to quote for, advise on, arrange, renew or handle any of your insurances, you are providing your informed agreement to these Terms of Business.

Your agreement to our Terms of Business does not affect your statutory rights.

## 3. WHO WE ARE

We, Us, Our refers to Keegan & Pennykid (Insurance Brokers) Ltd. which is a company registered in Scotland No. SC060085. Our Registered Office, trading address and contact details are:

Keegan & Pennykid (Insurance Brokers) Ltd  
50 Queen Street, Edinburgh, EH2 3NS  
Telephone: 0131 225 6005  
Facsimile: 0131 226 3811  
Email: mail@keegan-pennykid.com  
Website: www.keegan-pennykid.com

Keegan & Pennykid (Insurance Brokers) Ltd is a wholly owned subsidiary of Benenden Wellbeing Limited and is a member of the British Insurance Brokers Association. Benenden Wellbeing Limited is a wholly owned subsidiary of The Benenden Healthcare Society Limited.

## 4. WHO REGULATES US

The Financial Conduct Authority (FCA) is the independent watchdog that regulates UK financial services. Keegan & Pennykid (Insurance Brokers) Ltd is authorised and regulated by the Financial Conduct Authority. Financial Services Register No: 231032.

Our permitted business includes advising on, arranging, dealing in and assisting with the administration and performance of general insurance policies and credit broking activity (as described below). You can check our regulatory status on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

## 5. OUR SERVICES

Our services to our clients include: advising on your non-investment general insurance needs; arranging your insurance cover with insurers to meet your requirements; and helping you with any ongoing changes you make to your insurance policy. As part of our service, we will tell you what your responsibilities are in relation to making claims and can also provide claim handling assistance where requested.

The FCA defines customers as either:

- a consumer - who is an individual acting outside his business, trade or profession; or
- a commercial customer - who is a customer who is not a consumer.

Please note that certain sections of these Terms of Business are only applicable to one particular customer classification and where relevant will be specified as 'Consumers Only' or 'Commercial Customers Only'.

In arranging non-investment general insurance for our clients, we offer products from a range of insurers representing a fair analysis of the market.

For some types of insurance we deal predominantly with a limited number of insurers which we have selected as offering value for money and quality service. A list of the insurers used in these cases is available from us on request.

We will advise and make a recommendation for you after we have assessed your demands and needs, which may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

If you want us to restrict the area of advice, you can confirm this at our initial discussion or at any time.

In some circumstances we may provide you with a non-advised (information only) service where you will not receive advice or a recommendation from us.

We will confirm to you in writing our services along with details of any risks associated with the products recommended before you make any commitment. The documentation we will provide you with will make it clear whether we are acting for you on an advised or non-advised basis.

Where we recommend an FCA regulated product to you, we will provide you with a Policy Summary/Key Features document and explain the cost, fees and scope of our services.

We will not provide advice in relation to any premium finance which may be offered and you will need to make your own decision on whether any credit facility is suitable for you. Neither we nor our employees are qualified to render legal or accounting advice or prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you the client to refer to a solicitor or accountant in respect of any point of law or accountancy that may arise during the course of our dealings with you.

## 6. YOUR DISCLOSURE OBLIGATIONS

Your insurance cover is based upon the information provided to us and the insurance company. You will be told about your obligations to provide information on each transaction. You should pay particular attention to the importance of the declaration section on the Insurers proposal (application) form / statement of fact.

You must inform us/your insurer immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your insurance policy. If you are unsure about any matter, please contact us for guidance.

It is important that you carefully read through all policy terms, conditions and warranties shown on your policy documentation to ensure that they meet your demands and needs. Please ensure you understand them and are able to follow their requirements exactly. If not, please advise us immediately as a breach of any terms, conditions or warranties may enable your insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

In any event, you should not assume that insurance cover is in place unless you have received explicit, written confirmation. It is your responsibility to ensure that you have adequate insurance in place which continues to meet your demands and needs.

You are advised to keep copies of any correspondence you send to us or direct to your insurer.

### **Consumers Only Disclosure Obligations**

You must take reasonable care to provide complete, honest and accurate information to the best of your knowledge to insurers prior to the commencement of the insurance policy, throughout the period of the policy, when making a claim and when you renew the insurance. This must include anything that could affect an insurer's decision to issue a policy or to continue cover or pay a claim.

It is important you ensure that all statements made, for example on proposal forms / statements of fact or claim details (whether completed by you or otherwise) are full and accurate before submission to the insurer.

Failure to take reasonable care when providing information to the insurer or deliberately, recklessly or carelessly misrepresenting any information in relation to your insurance could result in your policy being cancelled without refund, or treated as if it never existed or your claim rejected or not fully paid. You may also find it difficult to re-arrange cover because you did not tell an insurer everything when asked, and you will have to disclose this fact when you re-apply for insurance.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance.

Please note that under the Rehabilitation of Offenders Act 1974 you are not required to disclose convictions regarded as 'Spent'.

### **Commercial Customers Only Disclosure Obligations**

Commercial Customers must make a fair presentation of the risk that is to be insured (which includes conducting a reasonable search of its records to discharge the duty of fair presentation) and disclose all 'material facts' / relevant material information (any information that may influence a prudent insurer's decision over cover or terms) prior to commencement of the insurance policy, throughout the period of the policy, when making a claim and when you renew the insurance, ensuring that all material statements of fact are substantially correct and not misleading.

Failure to disclose relevant material facts / material information or change in circumstances to your insurers could influence the cost, or their decision to accept your insurance and could mean that your policy could be invalidated or cancelled without refund, or that part or all of a claim may not be paid.

## **7. CLAIMS**

All incidents which could possibly give rise to a claim must be notified as soon as practicable. Your insurer's claims contact number and the process you need to follow will be shown in your policy summary / policy document. If you are unsure whether a matter possibly constitutes a claim or not, please contact us for guidance.

Delay on your part in notifying a claim and/or completing required forms will risk a loss you suffer not being paid in part or in full. You should not, however, admit liability or agree a course of action, other than emergency measures carried out to minimise the loss, until you have agreement from your insurer.

We also offer a claims handling service for our clients as part of our service. If you would like us to assist you with your claim, please contact us on 0131 225 6005. We shall use our best endeavours when acting on your behalf in relation to a claim, to handle all elements of the claim with due care, skill and diligence.

We will promptly notify you of any request for information we receive from your insurers.

We will forward any payments received from insurers in respect of any claim, to you, without delay.

## **8. DATA PROTECTION and COMMUNICATIONS**

We are registered with the Information Commissioners Office as a data controller. You may obtain further information about our registration by viewing the Data Protection Public Register at [www.ico.org.uk](http://www.ico.org.uk).

You are responsible for providing us with your correct contact details at all times. Unless we are notified of any changes, we shall assume the information we hold about you is correct.

You confirm that you have obtained the consent of any data subjects whose personal data you provide to us. Any person disclosing personal data to us must do so in compliance with all applicable data protection laws.

Some or all of your personal and sensitive information (for example health details) you provide to us and which we obtain from third parties may be disclosed on a confidential basis to insurance companies and other companies (including our associated companies) for underwriting, claims, premium collection and loss recovery purposes and for the purposes noted under these Terms of Business.

Insurers may administer your insurance policy, any existing policies you may have with them and provide other services, from centres in countries outside the European Economic Area (EEA) (such as India and the USA) that do not always have the same standard of Data Protection laws as the UK. However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the Data Protection Act, even when your personal information is processed outside of the EEA.

Please note, we may also disclose your personal data where we are required by law, government authority, our regulators, auditors or by our professional advisers.

We may pass information about you to premium finance providers and / or credit reference agencies for the purposes of you entering into premium instalment arrangements - this may include details of your payment record with us.

Any premium finance search will appear on your credit report and will be visible to other credit providers whether or not your application proceeds. If you do not proceed it will be clear the search was for finance quotation purposes. Please let us know if you do NOT consent to a credit check being undertaken, however this may affect our ability to offer premium credit facilities to you.

We will not disclose any information to any other parties without your written consent.

In the interests of security and to improve our service, telephone calls and emails you make to us may be monitored and/or recorded.

Under the Data Protection Act 1998, individuals have a right to obtain a copy of the personal information we hold about them in our records and where appropriate have it corrected or deleted. We may charge a nominal fee for providing a copy of the information. If you wish to exercise your right under the Data Protection Act 1998 you should write to us at the address given in Section 3 'Who we are'.

By entering into these Terms of Business you signify your consent to the personal and sensitive data we hold being processed for the purposes noted in these Terms of Business, except to the extent that you opt-out of receiving marketing information from us and associated companies (see section below 'Use for marketing purposes').

#### **Communication with you**

We will usually contact you by post, telephone or email. In certain circumstances we may agree to correspond with you by text message.

By providing your email address and/or mobile phone number, you are agreeing to us communicating with you by email / text message (where relevant). By consenting to communication by electronic means you accept the inherent risks (including the security risks of interception of, or unauthorised access to, such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Notwithstanding that we and you have reasonable virus checking procedures on our system, you will be responsible for virus checking all electronic communications sent to you.

Provided that we send correspondence to the postal address, email address and/or telephone number that you provide, we will not be responsible for the loss of any communication /document or the cost of replacing them, or for any other loss, cost or expense resulting from any delay in, or the failure in delivery of, or from a third party intercepting any communication we send or receive.

Where you deal with us at a distance, there are no specific additional costs imposed by us for dealing exclusively at a distance.

#### **Motor & Home Insurance anti-fraud registers - Consumer Only**

Insurers share information with each other via the Claims and Underwriting Exchange Register, and the Motor Insurance Anti-Fraud and Theft Register, to aid the prevention of fraudulent claims.

In the event of a claim, the information you supply, together with any other information relating to the claim, may be put on the Registers.

#### **Motor Insurer Information Centre (MIIC)**

Insurers are legally required to provide details of motor insurance policies to the MIIC. Details of all motor insurance policies taken out in the UK are automatically added to the Motor Insurance Database (MID), to which the police and other government agencies have access. This helps the pursuance of claims following accidents; aids detection of those who are in contravention of the law by not taking out insurance and by the Driver & Vehicle Licensing Authority in connection with its Electronic Vehicle Licensing operations. Further information is available at [www.mib.org.uk](http://www.mib.org.uk).

#### **Use for marketing purposes**

We may use information held about you, to keep you informed (by post, email, telephone, text or other means) of products and services which we (and our associated companies) offer, and which we feel may be of interest to you, unless you ask us not to. You may exercise your right to give notice to stop data being processed for marketing purposes by notifying us at any time by telephone, email or in writing using the above contact details in Section 3 'Who we are'. Otherwise we shall treat your acceptance of our Terms of Business as evidence of your informed consent to us using your data for marketing purposes as noted above.

## **9. CLIENT MONEY**

### **Client money segregation (Non-statutory trust)**

All money that we receive in the course of providing insurance mediation services such as premiums, claims payments or premium refunds, including any money that is covered under a risk transfer arrangement, is treated as client money for these purposes and shall be subject to the FCA's Client Money Rules.

We may decide to hold monies received under a risk transfer arrangement in a non-client money bank account, and in doing so, will not co-mingle this money with client money. In such instances we will hold money as an agent of the insurer.

All client money that we receive will be segregated and held under a non-statutory trust under the terms of the FCAs Client Money Rules. By entering into these Terms of Business with us, you consent to our holding and managing your money in accordance with these rules and the provisions below.

Client money will be held by us as trustee (or agent under Scottish law) on your behalf in a client money bank account at an approved bank. We have in place, and maintain, systems and controls adequate to ensure that we are able to monitor and manage client money transactions and any credit risk arising from the operation of the trust arrangement.

Any interest earned on client money which is less than £20.00 per transaction will be retained by us and will not be paid to you.

If we or a third party to whom client money has been transferred, becomes insolvent, the FCAs client money distribution rules will apply so that you will have a prior claim on the client money in the client money bank account according to your respective interests in the client money. The costs relating to the distribution of client money may have to be borne by the trust.

We may agree to extend credit to other clients using client money from the client money bank account.

### **Client money passed to another person**

In accordance with FCA Rules we have to inform you that in providing insurance mediation services to you, we may transfer your insurance premium to:

- another insurance intermediary in the United Kingdom;
- another intermediary operating outside of the United Kingdom;

Please notify us immediately if you do not wish your premiums to be transferred in the manner outlined above.

We have a duty under FCA Rules to inform you that the legal and regulatory regime applying to a non-UK based insurance intermediary may differ from that in the United Kingdom. Consequently if such an insurance intermediary fails, your premiums may be treated in a different manner from that which would apply if the premiums were held by an insurance intermediary in the United Kingdom.

## **10. PREMIUMS AND FINANCIAL ASPECTS**

We normally accept payment of Insurance premiums and our fees by bank transfer or cheque (made payable to Keegan & Pennykid (Insurance Brokers) Ltd. We also accept certain debit and credit cards (surcharges may apply and we will notify you of these in advance of you making the transaction).

You may also be able to spread your premium payments through insurers' instalment schemes, a credit scheme with an established third party insurance premium finance provider, or a credit facility we have arranged ourselves. However, rates and acceptance will be subject to status, being resident in the UK, aged 18 years or over and a satisfactory credit check. We will give you full information about your payment options and the relevant premium finance (credit) agreement when we discuss your insurance in detail. Please read carefully any pre-contractual explanations and the information regarding the total cost of credit (including any representative examples). Please note: should your premium payment(s) not be made by the specified date(s) when they are due, your insurer has the right to cancel or lapse the policy, which could mean that part or all of a claim may not be paid. You will also be responsible for putting in place any alternative insurance and/or payment arrangements. If you fail to keep up payments on an instalment agreement or premium finance facility related to it your credit rating may also be affected.

You agree to fully indemnify us in the event of a default or non-payment of premium. We reserve the right to instruct the Court/Sheriffs Office against all third party costs together with our fee in the recovery of the debt.

We may keep certain documents, such as your insurance policy documents or Certificate, while we are waiting for full payment of premiums. In these circumstances, we will ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law. You will receive a quotation which will tell you about any other fees relating to any particular insurance policy. Insurers may make a charge to you for policy amendments and/or the replacement of lost policy certificates. Please refer to your policy documentation for details of insurer charges. Other taxes or costs, or both, may exist in relation to the products and services offered by us which are not paid through, nor imposed, by us.

## 11. PAYMENT FOR OUR SERVICES

We do not ordinarily charge a Fee for our services in respect of general insurance policies.

We normally receive commission from the insurer with whom we place your business.

We shall only withdraw commission after we have received your payment as cleared funds and in accordance with FCA regulations and agreements that we hold with insurers.

We retain the rights to all initial and renewal commissions payable in respect of business transacted for you, and you shall not permit or suffer payment of such commission to any other party after termination of your instruction to us.

Whilst we do not ordinarily charge a fee, where no commission or inadequate levels of commission are payable to us relating to the work involved, then we reserve the right to charge a fee for the work undertaken. The breakdown of our fees to be charged will be provided to you in writing prior to you making a commitment and will be detailed as a separate item in the relevant correspondence if cover is issued.

Please note that fees are exclusive of any applicable tax that may be levied from time to time.

Please note our commission and, where appropriate, fees are fully earned from the date your insurance cover commences and may not be refundable in the event of cancellation, avoidance or early termination of your policy.

A charge may also be levied to cover bank charges incurred for international payments received, which result in us receiving an amount which is less than the amount due. We will notify you of any relevant charges.

## Return premiums

Return premiums usually arise if an insurance risk is reduced mid-term or a policy cancelled before renewal and subject to no claims being made. On a return premium, we repay commission on the amount to your insurer and this will be deducted from any final amount due to you in order to cover our administration and advisory costs.

## Commercial Customers Only

You are entitled, at any time, to request information regarding any commission which we have received as a result of placing your insurance business. In good time before the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be informed of the level of commission which we receive from underwriters.

## 12. PRODUCT CANCELLATION RIGHTS

Details of the products we recommend to you including, for example, the minimum duration of the product, information on your right to cancel or whether no right to cancel exists, instructions for exercising the right to cancel (if applicable) and any early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before the conclusion of any contract.

Depending on the type of insurance policy purchased (and the cancellation clauses specific to that contract) you may be entitled to cancel within 14 or 30 days (referred to as a cooling off period) of either conclusion of the contract or receiving your policy documentation, whichever occurs later and receive a refund if cancellation is given within the prescribed time-frame.

If you cancel after the cooling off period 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. Please check your policy documentation for further information or ask a member of staff for clarification.

Where a claim has been made, insurers generally do not allow any refund on cancellation.

For policies under 1 month duration (such as travel policies) there is no right to cancel.

If you cancel a related premium finance (credit) agreement you will need to repay any outstanding sums provided in full.

## 13. INSURANCE RENEWALS

For policies with a renewal date, where your insurer is happy to renew your policy, in good time before the renewal of your policy, you will receive a renewal documentation pack.

Generally, we do not auto-renew your insurance cover at each anniversary. We will however normally attempt to contact you, to discuss with you the premium and terms applicable to the next period of insurance. If we are unable to contact you before your renewal date or you have not provided us with instructions, your cover may lapse.

In cases where you pay for your insurance by direct debit/instalments, in the absence of any instructions from you to the contrary, before the renewal date and providing premiums on the existing policy have been paid and are up to date, we shall endeavour to renew the policy automatically on your behalf on the terms outlined in the renewal documentation. However, you should be aware that in such instances any automatic annual renewal constitutes a new contract with the insurance provider and you will be entering into this new contract on a non-advised basis having received no advice from us. This will be reflected in the demands and needs statement issued to you following renewal. In any event, you should not assume that cover is in place unless you have received explicit, written confirmation. It is your responsibility to ensure that your insurance remains valid and in force and continues to meet your demands and needs.

If you do not wish to renew the policy, please let us/your insurer know as soon as possible. Where you do not wish to renew the policy and where you pay for the policy by direct debit, you should also arrange to cancel your direct debit instruction with your bank prior to the renewal date. It is your responsibility to ensure that you have adequate insurance in place.

#### **14. ENDING YOUR RELATIONSHIP WITH US**

The Terms of Agreement will remain in force unless cancelled by either party in accordance with the terms below.

You may terminate our authority to act on your behalf at any time without penalty by giving us seven days written notice using the contact details in Section 3 'Who we are'.

We may terminate this agreement by giving you a minimum of fourteen days written notice to the last known address we have on our records.

We may also terminate our Agreement with immediate effect at any time by giving you written notice if:

- \* you commit a material breach of these Terms which is irremediable or (if such breach is remediable) you fail to remedy that breach within 7 days of being notified in writing to do so;
- \* you are declared bankrupt or otherwise unable to pay your debts as they fall due;
- \* we have reasonable grounds for believing you have committed or are about to commit a crime in connection with the advice we have agreed to provide; or
- \* we are required to terminate these Terms by any competent regulatory authority or as a matter of law.

Any notice of termination from either party to this Agreement will commence from the date of receipt unless agreed otherwise. If notice is sent by 1st class post it will be deemed to be received 2 business days after being posted.

In the event that this Agreement is terminated, we will cease to be your agent. As a consequence we will no longer provide you with any services including claims handling where this service is provided to you prior to termination, except where we are required to continue handling your claim under the terms of our delegated authority from certain insurers.

No penalty shall be payable on any termination but we shall be entitled to remuneration for work undertaken prior to such termination. You will be liable to pay us our costs, fees, charges and expenses relating to the work we have carried out in connection with our Agreement up to the date of termination of our relationship and we will be entitled to retain any commission received for conducting these transactions, together with all fees charged by us for services provided.

Any costs, fees, charges and expenses outstanding at the date of termination will be confirmed in writing to you and will be due within 28 days of the written notification.

Termination is without prejudice to any transactions already initiated which will be completed according to these Terms of Business, unless otherwise agreed in writing.

Termination of our Agreement by either you or us shall not affect any of our rights, remedies, obligations or liabilities which have accrued up to the date of termination, including the right to claim damages in respect of any breach of our Agreement which existed at or before the date of termination.

#### **15. FINANCIAL CRIME / ANTI MONEY LAUNDERING**

We are required by current UK money laundering regulations to obtain adequate Know Your Client information and to cross check the information against the HM Financial Sanctions List as part of the information gathering process.

For this purpose we may approach third parties (including credit reference agencies) to confirm your identity, the identity of anyone else providing or receiving monies on your behalf and, where required, the identity of other connected parties and may conduct these checks from time to time throughout our relationship, not just at the beginning. By accepting our Terms of Business, you consent to us doing so. Please note this may sometimes result in a delay to the provision of our services to you. We will not be liable for any loss or expense you suffer as a result of any such delay.

We will not permit our employees or other persons engaged by us to influence others or be influenced in respect of undue payments or privileges from or to insurers or clients.

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

#### **16. CONFLICTS OF INTEREST**

We will act honestly, fairly and in your best interests. However, occasions may arise where we or one of our associated companies or one of our other clients may have some form of interest in business being transacted for you. If this happens and we become aware that a conflict of interest 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. As a consequence of such potential conflicts of interest arising, we have put arrangements in place to help ensure our clients are treated fairly.

#### **17. COMPLAINTS**

It is our intention to provide you with a high level of service at all times. If, however, there are occasions when we do not meet these standards, please let us know as soon as possible by telephone, e-mail or in writing using the contact details in Section 3 'Who we are'.

We promise to deal with your concerns in a fair and objective manner. We will provide you with a copy of our Complaints Procedure and will respond to you promptly with the outcome of our investigations. Should you not be satisfied with our final response or if 8 weeks has elapsed since you first raised the complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS) free of charge:

By phone: The FOS Consumer Helpline 0800 023 4567 (calls are free on mobile and landlines)

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

In writing to: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

A copy of our Complaints Procedure is available from us on request.

## **18. FINANCIAL SERVICES COMPENSATION SCHEME**

### **(FSCS)**

We do not guarantee the solvency of any insurer with whom we place business. We are covered by the FSCS. If you make a valid claim against us in respect of any of the general insurances we arrange for you and we are unable to meet our liabilities in full, you may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of product you have and the circumstances of the claim.

Claims under compulsory insurances (for example, motor insurance and employers liability insurance) are protected for 100% of the claim without any upper limit. Other types of Insurance advising and arranging is covered for 90% of the claim, without an upper limit. No protection is available for Goods in Transit, Marine, Aviation and Credit Insurance. Contracts of reinsurance are also not protected. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

We may also, on occasion, advise on other financial products which are not regulated by the Financial Conduct Authority (FCA). The Financial Services Compensation Scheme does not apply to any of these products.

## **19. GENERAL**

No variation of these Terms of Business is held to be valid unless in writing and signed by an authorised officer of Keegan & Pennykid (Insurance Brokers) Ltd.

From time to time we may review the Terms of Business but we will not make any amendments during the term of your insurances without your agreement save that we reserve the right to amend these terms where such amendments are required (such as to reflect current or future changes in law, FCA rules or regulations, decisions of the Financial Ombudsman Service or to meet regulatory requirements, industry guidance or best practice). Where possible we will provide you with at least 30 days written notice before such changes take effect.

If any provision of the Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected.

### **Governing law**

The English language will be used for all communications. These Terms of Business and any information we are required to supply to you, before and during the period of the contract shall be governed by the laws of Scotland and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the Scottish Courts.

### **Other Support**

If you require a copy of this Terms of Business in large print, audio or Braille, please call us on 0131 225 6005.