



Policy Wording

OMYPIIFA.11.25



INTRODUCTION

Here is your new insurance policy. It has been prepared in accordance with your instructions. Please examine it carefully together with the schedule to ensure that it meets your requirements and provides the agreed cover. If it is incorrect please return it to us immediately.

All communications and notices regarding this policy should quote the policy number and renewal date

(This is a claims made insurance policy – please read carefully)

In consideration of the payment to the Insurer of the premium specified in the schedule, the Insurer agrees to indemnify the Insured to the extent and in the manner herein provided.

1. INSURING CLAUSES

Subject to all the terms and conditions of this policy the **Insurer** shall indemnify the **Insured** subject to the **Excess** up to the **Limit of Indemnity**:

1.1 Civil Liability

against any **Loss** resulting directly from any **Claim** made by any third party for **Civil Liability** within the **Territorial Limits** in connection with the conduct of **Professional Business** by the **Insured** or by any **Employee** of the **Insured** and first made against the **Insured** and notified to the **Insurer** during the Period of Insurance as stated in the Schedule;

1.2 Dishonesty of Employees

against any **Loss** resulting directly from any **Claim** made by any third party for **Civil Liability**, within the **Territorial Limits**, first discovered by the **Insured** and notified to the **Insurer** during the Period of Insurance and caused by any dishonest or fraudulent act or omission committed or made in connection with the conduct of the **Professional Business** by any **Employee** of the **Insured** or, where the **Insured** is a partnership, by any partner in the **Insured**;

1.3 Theft of Property

against **Loss** resulting directly from any **Claim** made by any third party for **Civil Liability**, within the **Territorial Limits**, first discovered by the **Insured** and notified to the **Insurer** during the Period of Insurance arising in connection with the conduct of **Professional Business** for:

- a) any loss of money or other property whatsoever for which the **Insured** is legally liable in consequence of any dishonest or fraudulent act or omission of any **Employee** of the **Insured** or, where the **Insured** is a partnership, by any partner in the **Insured**;
- b) any loss of or physical damage to **Documents**;

PROVIDED THAT:

- a) the **Insurer** shall not indemnify any natural person committing, making or condoning any dishonest or fraudulent act or omission;
- b) for the purposes of Insuring Clauses 1.2 and 1.3a) "**Employee**" shall not include a principal, partner or director of the **Insured**.;
- c) for the purposes of Insuring Clauses 1.2 and 1.3a) the **Insured** shall give notice in writing as soon as practicable, and in any event within 14 days, to the **Insurer** where there is any reasonable suspicion of a dishonest or fraudulent act or omission being or having been committed or made by any person in any way connected with this insurance and whether giving rise to a **Claim** or not;
- d) the **Insurer** shall be entitled to pursue recovery against the **Employee** concerned, or their estate or personal representatives or trustees or assignee in bankruptcy, for monies paid or payable under this insurance arising from a dishonest or fraudulent act or omission by the **Employee** concerned, and the **Insured** shall provide all reasonable information and assistance requested by the **Insurer** in pursuance of such recovery and shall in particular, to the extent legally permissible, withhold monies due to, or held by the **Insured** but belonging to, the dishonest or fraudulent **Employee**, their estate, personal representatives or trustees or assignee in bankruptcy, but only to the extent of the loss which they have suffered or will suffer as a result of the dishonest or fraudulent act or omission of the said **Employee**;
- e) the **Insured** shall, at its own expense, whenever requested by the **Insurer**, take all reasonable and necessary steps to assist in prosecuting or convicting such **Employee** causing the loss;

1.4 Loss of or Damage to Documents

for reasonable and necessary expenses incurred by the **Insured** in replacing, restoring or reconstructing **Documents** which are lost or physically damaged;

The amount of any **Claim** under Insuring Clause 1.4 shall be limited to the **Insured's** reconstitution costs and expenses incurred in replacing, restoring or reconstructing any **Documents** and the **Claim** shall be

supported by bills and accounts which shall be subject to approval by a competent person agreed on by the **Insured** and the **Insurer**.

1.5 Defence Cost

for **Defence Costs** incurred with the **Insurer's** prior written consent.

2. DEFINITIONS

2.1 "Circumstance" means:

Information discovered, during the Period of Insurance, by the **Insured** which suggests that a **Claim** by an identified claimant is likely to be made against the **Insured**. For the avoidance of doubt, such information does not constitute a **Circumstance** merely because the **Insured** has sold or advised in relation to a product or class of investment that is the subject of adverse press comment, regulatory investigation or has known liquidity issues.

2.2 "Civil Liability" means:

- a) a civil wrong or wrongdoing by the **Insured** actionable at law; or
 - b) a breach by the **Insured** of any statute or statutory provision enacted within the **Territorial Limits**, specifically relating to the **Insured's Professional Business**; or
 - c) a breach of trust (including a breach of constructive trust) by the **Insured** or a breach of fiduciary duty by the **Insured**; or
 - d) libel or slander;
- giving rise to a Civil Liability on the part of the **Insured** and for which the remedy is a **Claim** for damages.

2.3 "Claim" means:

a written or oral demand for, or an expressed intention to demand, compensation from the **Insured** arising out of the conduct of **Professional Business** for which indemnity is provided under this Policy.

2.4 "Defence Costs" means:

subject to the **Excess** and the **Limit of Indemnity**, all legal costs and expenses incurred in the investigation, defence or settlement of any **Claim** or **Circumstance** notified hereunder which is entitled to indemnity under the Policy. Defence Costs do not include the costs of the **Insured's** internal management or in-house lawyers or other in-house professional advisers or external experts appointed at the regulator's direction.

2.5 "Documents" means:

documents of any nature whatsoever (other than bearer bonds, coupons, bank notes, currency notes and negotiable instruments/securities) being the property of the **Insured** as the result of its **Professional Business** or in the care, custody or control of the **Insured** and for which the **Insured** is legally responsible.

2.6 "Employee" means:

- a) any present, former or future director or officer of the **Insured** as advised to and agreed by the **Insurer**;
 - b) any person who is or has been under a contract of employment, service or apprenticeship with the **Insured**, whether such contract is express or implied, oral or in writing;
 - c) any person who is or has been hired to or borrowed by the **Insured**;
 - d) any representative, consultant or self-employed person, excluding a person under a contract of partnership if such partnership is an **Insured**, performing or who has performed work of a kind ordinarily performed under a contract of employment, service or apprenticeship with the **Insured** whether such contract is express or implied, oral or in writing;
 - e) persons under work experience schemes with the **Insured**;
 - f) persons under youth training schemes or similar with the **Insured**;
 - g) voluntary workers with the **Insured**;
- provided that all work performed by such persons is under the supervision and control of a partner, director or manager of the **Insured** and in connection with **Professional Business**.

2.7 "Excess" means:

the amount for which the **Insured** is responsible as stated in the Schedule (or any lesser amount which may be incurred) in respect of any **Claim** or **Loss**, and shall apply to;

- a) each and every **Claim** and;
- b) each and every claimant and;

- c) each and every transaction but only in respect of any **Claim** or **Claim Circumstance** originating from / on behalf of any financial institution (ie, but not limited to, a bank, building society, product provider), regulatory body, the FSCS and/or any other third party to whom the original advice was not provided.

This amount is payable by the **Insured** before the **Insurer** will pay any amount under this policy. If any payment made by the **Insurer** shall include the amount for which the **Insured** is responsible, such amount shall be repaid by the **Insured** to the **Insurer** forthwith. The Excess shall apply to **Defence Costs**.

2.8 “Insured” means:

- a) the person or persons, partnership, firm or company named as such in the Schedule;
- b) any person who is or has been under a contract of service with the Insured named in the Schedule solely in respect of work performed for it whilst under that contract of service;
- c) the estates and/or legal representatives of any of the persons under a) or b) above in the event of death, incapacity, insolvency or bankruptcy of such person;
- d) any representative, consultant or self-employed person as advised to and agreed by the **Insurer** in respect of work performed for the Insured named in the Schedule;

2.9 “Insurer” means:

omnyy LLP underwriting on behalf of Liberty Mutual Insurance Europe SE

2.10 “Limit of Indemnity” means:

the amount stated in the Schedule as the limit of indemnity being the maximum amount payable by the **Insurer** under this Policy, which limit shall apply overall regardless of the number of individual persons or entities which constitute the Insured and regardless of the number of individual **Claims**, claimants or **Losses** in the Period of Insurance, and which limit shall include **Defence Costs**.

For the purposes of the **Limit of Indemnity** all **Claims** arising from a single originating cause, event, or source shall be considered to give rise to a single **Claim**, regardless of the number of **Insureds** involved and of the number of persons or organisations making such **Claim(s)**. This does not affect the number of **Excesses** which the **Insured** shall pay.

2.11 “Loss” means:

the total amount the **Insured** is legally liable to pay in respect of a **Claim** made against the **Insured** by a third party for **Civil Liability** including claimants’ costs. The third party **Claim** must be made by a party other than an **Insured** or other than by an **Employee** of or partner in an **Insured**. For the avoidance of any doubt, this definition does not apply to any amount the **Insured** is liable to pay arising out of any dispute over the amount or accuracy of any fee charged or commission taken by the **Insured**.

2.12 “Pollution” means:

the injurious presence in or upon land, the atmosphere or any water course or body of water, of smoke, vapours, fumes, acids, alkalines, toxic chemicals, liquids or gases, waste materials or other solid, liquid, gaseous or chemical contaminants, irritants or pollutants.

2.13 “Professional Business” means:

the professional activities of the **Insured** as a financial adviser performed within the scope of its regulatory permission as described in the **Proposal**.

2.14 “Proposal” means:

the Proposal Form completed by or on behalf of the **Insured** for the purposes of this insurance together with any and all information submitted in addition thereto.

2.15 “Territorial Limits” means:

Worldwide excluding the United States of America and Canada.

3. Exclusions

The **Insurer** shall not indemnify the **Insured** in respect of any **Loss** arising out of any **Claim** by or against it:

3.1 Insolvency of an Insurer

directly or indirectly arising out of the financial failure of any insurer unless the **Loss** arises directly from a **Claim** arising from the **Insured's** negligence in the placing of business with that insurer

3.2 Employment Practices Liability

directly or indirectly arising out of injury, disease, illness or death of any **Employee** or out of any dispute between the **Insured** and any **Employee** or any person who has been offered employment with the **Insured**, including a **Claim** brought under or relating to the Employment Relations Act 1999, Employment Rights Act 1996, Sex Discrimination Act 1975, Equal Pay Act 1970, Race Relation Act 1976 or the Disability Discrimination Act 1995, or equivalent legislation in any other jurisdiction;

3.3 Property Damage

directly or indirectly arising out of any building, premises or house or that part of any building, premises or house owned, leased, rented or occupied by the **Insured**;

3.4 Fine and Penalties

for penal, punitive, exemplary, aggravated or multiplied damages, fines, penalties and commissions or other charges paid or due to the **Insured**;

3.5 Underwriting

a) by any underwriter or insurance company unless that underwriter or insurance company has obtained a judgement for **Civil Liability** in any court against the **Insured** in respect of such **Claim**;

b) resulting from the **Insured's** or the relevant **Insured's** activities as underwriters or managers of any insurance company, underwriter or syndicate of underwriters;

3.6 Pollution

caused by or contributed to by or arising from:

a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

c) **Pollution**;

3.7 Known Matters

resulting from any **Claim** or **Circumstance** of which the **Insured** was aware, or ought reasonably to have been aware, at any time prior to the inception of this Policy, whether notified under any other policy or contract of insurance or not.

3.8 Investments

resulting from any **Claim** or **Circumstance** of which the **Insured** was aware, or ought reasonably to have been aware, at any time prior to the inception of this Policy, whether notified under any other policy or contract of insurance or not.

3.9 Contractual Liabilities

arising from a contractual or legal liability owed by the **Insured** or by reason of any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments;

3.10 Controlling Interest

by any parent or subsidiary company of the relevant **Insured** or by any company or entity in which the relevant **Insured** or a director or officer of the relevant **Insured** has or has at material times had effective control, unless such **Claim** emanates from an independent third party;

3.11 Other Insurance

for which the relevant **Insured** is entitled to indemnity under any other insurance except in respect of any amount above that which would be payable and indemnified under such other insurance had this insurance not been effected;

3.12 Jurisdiction & Territorial Limits

a) arising from **Professional Business** carried out from any office or other premises situated in the United States of America or Canada;

b) brought in the courts of the United States of America or Canada or for the enforcement of a judgement found against the **Insured** in the United States of America or Canada;

3.13 War and Terrorism

directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power;

b) any act of terrorism; or

c) loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to a) and/or b) above.

For the purpose of this exclusion an act of terrorism means an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto.

If the **Insurer** asserts that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect;

3.14 Cyber Liability

arising directly or indirectly from the transmitting or receiving of any virus, program or code that causes corruption, erasure, theft, alteration, loss or lack of access or interference with any electronic data, or prevents or impairs any computer system from performing or functioning accurately or properly.

3.15 Document Corruption

arising from the physical loss of or damage to **Documents** which are stored on magnetic or electrical media unless such **Documents** are duplicated on magnetic or electrical media with the intention that in the event of loss or damage the duplicate can be used as the basis for restoring the **Documents** to their original status.

3.16 Directors and Officers Liability

arising from those liabilities consequent upon being a director, officer or trustee of the **Insured** (as opposed to those duties and functions carried out in the furtherance of the **Insured's Professional Business**) or from the acceptance of any directorship or trusteeship in any other company not forming part of the **Insured's Professional Business**.

3.17 Damage to Property

for any physical loss, destruction of or damage to property other than as covered under Insuring Clause 1.4.

3.18 Insolvency of the Insured

arising from or relating to the insolvency of the **Insured**.

3.19 Regulatory Direction

arising out of any direction by any regulatory or supervisory body. However, this exclusion shall not apply where:

a) the **Insurer** is made aware of such direction as soon as is reasonably practicable, and in any event prior to any communication with a potential claimant, and;

b) that such direction is conducted in accordance with terms and procedures agreed by the **Insurer**.

3.20 Sanctions Clause

or shall be deemed to provide any cover hereunder to the extent that provision of such cover, payment of such **Claim** or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

4. CONDITIONS

4.1 Governing Law & Jurisdiction

This policy is governed by and shall be construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

4.2 Claim Reporting

The **Insured** shall, as a condition precedent to any liability of the **Insurer**, give to the **Insurer** as soon as reasonably practicable, notice in writing of any **Claim** made upon it or upon any **Insured** or of any **Circumstance** of which it becomes aware and if during the subsistence of this Policy the **Insured** shall give such notice then any such **Claim** or **Claims** which may subsequently be made by or against it arising out of the said **Claim** or **Circumstance** shall for the purpose of this insurance be deemed to have been made during the subsistence hereof. Any such notification to the **Insurers** occurring later than the expiry of the Period of Insurance shall not constitute a valid notification.

4.3 Claims Co-operation

The **Insured** shall, as a condition precedent to any liability of the **Insurer**, give to the **Insurer** for the investigation, defence or settlement of any **Claim** or **Circumstance** all such information within their possession and assistance as the **Insurer** may reasonably request and as may be within the relevant **Insured's** power. In addition and in any event the **Insurer** shall be entitled at any time (but not required) to take over and conduct in the name of the **Insured** the defence or settlement of any **Claim** (whether legal proceedings have been commenced or not) or investigation, or to pursue or prosecute in the name of the **Insured** for the **Insurer's** benefit any associated **Claim**. Without prejudice to this, the **Insurer** shall have the right to agree to and conduct any form of dispute resolution on behalf of the **Insured** at its absolute discretion and the **Insured** agrees to attend and participate in this dispute resolution to the extent required by the **Insurer**.

4.4 Excess

Subject to the **Limit of Indemnity** the **Insurer** shall only be liable for that part of any **Claim** or **Loss** which exceeds the **Excess** stated in the Schedule.

4.5 Conduct of Claims

The **Insured** shall not, as a condition precedent to any liability of the **Insurer**, make any admission, offer, promise, settlement, payment or indemnity in respect of any **Claim** or **Loss** or incur any expenses in connection therewith without the prior written consent of the **Insurer**.

4.6 Arbitration

Any irreconcilable dispute or difference arising under this insurance shall be referred to the arbitration of a person to be appointed by the **Insurer** and the **Insured** or, if they cannot agree upon such a person, to the decision of a King's Counsel, not less than ten years qualified, experienced in matters of the type in issue and independent of the parties, to be appointed (at the request of either party at any time) by the President for the time being of the Law Society of England and Wales from time to time or any successor body thereto, and the cost to be allocated by the referee or appointee as above on a fair and equitable basis.

4.7 Non-Contestation

The **Insured** shall not be required to contest any legal proceedings unless a King's Counsel (to be mutually agreed upon by the **Insured** and the **Insurer**) shall advise that on the actual facts of the case concerned such proceedings can be contested by the **Insured** with a reasonable prospect of success.

4.8 False or Fraudulent Claims

If the **Insured** shall make any claim knowing the same to be false or fraudulent, as regards the amount or otherwise, any payments in respect of that claim shall be forfeited as regards such **Insured**. The **Insurer** may recover from the **Insured** any sums paid by the **Insurer** to the **Insured** in respect of that claim and may treat the policy as regards that **Insured** as having been terminated with effect from the time of the fraudulent act.

4.9 Entire Agreement

The **Insured** and the **Insurer** hereby confirm that this Policy together with the Schedule and the **Proposal** sets out the entire agreement and understanding between them in relation to the Insurance for the Period of Insurance.

4.10 Rights of Release of Liability

In connection with any **Claim(s)** against the **Insured** the **Insurer** may at any time pay to the **Insured** the **Limit of indemnity** as stated in the Schedule (after deduction of any sums already paid during the Period of Insurance) or any lesser amount for which such **Claim(s)** can be settled and thereupon the **Insurer** shall relinquish the control of such **Claim(s)** to the relevant **Insured** and be under no further liability to such person in connection therewith.

4.11 Subrogation

In the event of payment by the **Insurer** under this Policy the **Insurer** shall be subrogated to all rights, title and interest, and causes of action of the **Insured** to the extent of such payment. The **Insured** shall do all things reasonably necessary to enable the **Insurer** to bring a **Claim** in the **Insured's** name.

4.12 Assignment

In the event of payment by the **Insurer** under this Policy the **Insured** shall deliver, if so requested by the **Insurer** an assignment of such of the **Insured's** rights, title and interest and causes of action as it has against any person or entity to the extent of such payment.

4.13 Recovery

All recoveries from third parties, whether effected by the **Insurer** or by the **Insured**, shall be applied (after first deducting the costs and expenses incurred in obtaining the recovery but excluding the **Insured's** costs of internal management time or internal lawyers or any other staff or internal professional advisers of the **Insured**) in the following order of priority:

- a) the **Insured** shall first be reimbursed for the amount of its **Loss** which would have otherwise been paid by the **Insurer** under this Policy but only for the fact that it is in **Excess** of the applicable **Limit of Indemnity**; and
- b) the **Insurer** shall then be reimbursed for the amounts paid in settlement of the **Insured's Loss** under this Policy (including **Defence Costs**); and
- c) any remaining sum shall be applied towards reimbursement of the applicable **Excess** paid by the **Insured** under this Policy.

4.14 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy.

5. SPECIAL CONDITIONS

5.1 Innocent Non-Disclosure

In the event of a breach in the duty of fair presentation in the proposal form or in any information which the **Insured** and/or its agent(s) may have supplied to the **Insurer**, the remedies set out in Clause 8 and Schedule 1 of the Insurance Act 2015 shall apply save that the proportionate remedies set out in Clauses 6 and 11 of Schedule 1 of the Insurance Act 2015 shall not apply and the **Insurer** shall be entitled instead to adjust the Premium and terms to those which would have applied had such circumstances been disclosed and the **Insured** pays such additional premium.

5.2 Alteration

The **Insured** shall give the **Insurer** immediate written notice of any material change in the identity of the **Insured** or the nature or scope of the **Insured's Business** and the **Insurer** shall not afford any indemnity in respect of any **Claim** or for any loss, costs or expenses:

- a) unless and until the **Insurer** has agreed in writing to accept the altered risk; and
- b) the **Insured** has paid or agreed to pay any additional premium charged and/or accept any revised terms and conditions.

For the avoidance of doubt, if the **Insurer** does not agree to amend the policy in respect of the altered risk, this policy will continue to provide cover until the expiry of the **Period of Insurance** but only in respect of negligent acts committed prior to the effective date of the change.

5.3 Cancellation

This Policy is cancelled immediately in the event of the **Insured's** Part IV permission under the Financial Services and Markets Act being suspended or revoked or the **Insured** being declared in default by the Financial Services Compensation Scheme. Upon cancellation the **Insurer** shall return the unearned premium for the remainder of the Period of this Policy calculated pro rata on a daily basis, provided that, in the event that the **Insured** has notified the **Insurer** of a **Claim** or **Circumstance**, then the premium shall be deemed fully earned and no return premium shall be due.

5.4 Ombudsman Extension

Subject to the terms and conditions of this policy, the **Insurer** agrees to indemnify the **Insured** in respect of its liability to meet any award made against it by the Financial Ombudsman Service arising from any **Claim** in respect of which the **Insured** is entitled to indemnity under this Policy and which is first made against the **Insured** and notified to the **Insurer** during the Period of Insurance.

5.4.1

The **Insurer** shall only be liable to indemnify the **Insured**:

- a) in respect of such an award which is binding on the relevant **Insured**, and where the **Claim/complaint**, the subject matter of such an award, would, notwithstanding its referral to the Ombudsman, have fallen to be dealt with under the terms, conditions, exclusions, limitations and endorsements of this Policy; and
- b) after deduction of the **Excess**, which shall be applied to each and every award made against the relevant **Insured**.

5.4.2

The **Insurer** shall not indemnify the **Insured** in respect of any recommendation made by the Ombudsman in excess of the monetary award limits as specified within FCA Policy Statement PS19/8.

Should there be a series of awards made by the Ombudsman attributable to different claimants, but arising from a single originating cause, event or source, then the **Insurer's** total liability in respect of all such awards shall not exceed in the aggregate the amount of the **Limit of Indemnity**. This does not affect the number of **Excesses** which the **Insured** will pay.

Any payment by the **Insurer** under the provisions of this clause shall be inclusive of and not in addition to the **Limit of Indemnity**, and the **Insurer's** total liability in respect of all awards by the Ombudsman shall not exceed in the aggregate the amount of the **Limit of Indemnity**.

5.4.3

The relevant **Insured** shall, as a condition precedent to any liability of the **Insurer**, give the **Insurer** immediate notice as soon as it becomes aware of any matter being reported to the Financial Ombudsman Service.

5.4.4

The **Insurer** shall not be liable to pay any **Defence Costs** associated with the investigation, defence or settlement of any complaint or **Claim** brought before an Ombudsman without the **Insurer's** prior written consent. Further, such written consent having been given, the terms of indemnity in respect of such **Defence Costs** shall be as provided elsewhere in this policy.

COMPLAINTS PROCEDURE

We aim to provide a high-quality service to all its customers. If you feel dissatisfied or if you have any questions about your contract or the handling of a claim, then in first instance you should contact your insurance broker or intermediary who arranged this insurance for you.

In the event that you are still dissatisfied please contact us so we can do what we can to help. We take complaints very seriously and aim to address all concerns fairly and efficiently.

If you are not satisfied with the service you have received and wish to make a complaint you may do so in writing or verbally using the contact details below:

Omnyy LLP
9th Floor, John Stow House, 18 Bevis Marks, London EC3A 7JB.
Email: complaints@omnyy.com

quoting your **policy** and/or claim number.

Once we receive your complaint, we will send you a written acknowledgement setting out the time scales for resolution of your complaint.

If after making a complaint and you are still not satisfied you may be entitled to refer the dispute to the Financial Ombudsman Service (FOS) which is a free and impartial service, who may be contacted at:

Exchange Tower Harbour Exchange London, E14 9SR Tel: 0800 023 4567

Email: enquiries@financial-ombudsman.org.uk

To confirm whether you are eligible to ask the FOS to review your complaint please contact them at www.financial-ombudsman.org.uk/consumer/complaints.htm. Making a complaint does not affect your right to take legal action, however, the FOS will not adjudicate on any cases where litigation has commenced.

DATA PROTECTION NOTICE

Who We Are

Omnyy LLP is a “data controller” providing regulated insurance services on behalf of Liberty Mutual Insurance Europe SE.

The Basics

We collect and use relevant information about you to provide our insurance mediation services to you, including (as applicable) arranging the insurance cover from which you benefit or handling your claims, and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance mediation services we provide to you. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide our insurance mediation services to you, including (as applicable) arranging the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance mediation services that we provide and to the extent required or permitted by law.

Other People’s Details That You Provide To Us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Further Details

For more information about how we use your personal information please see our full privacy notice, which is available online on our website (www.omnyy.com) or in formats on request.

Contacting Us And Your Rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact our Data Protection Manager at:



Telephone: +44 (0) 2079 332 100
Email: dataprotection@uk.omnyy.com
By post: Omnyy, 9th Floor, John Stow House
18 Bevis Marks, London EC3A 7JB



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