

OAMPS Petrochemical

Direct Terms Of Business



Information about us

OAMPS Petrochemical Insurance and Risk Management, is a trading style of OAMPS (UK) Ltd, the registered address of whom is Windsor House, High St, Esher, Surrey. KT10 9RY. OAMPS (UK) Ltd is an independent insurance intermediary registered in England and Wales and is a wholly owned subsidiary of Wesfarmers Ltd who in turn is registered on the Australian Stock Exchange.

OAMPS (UK) Ltd are authorised and regulated by the Financial Services Authority; our FSA register number is 302649, our current regulatory status may be viewed on the FSA website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

Please read this document carefully. It sets out the terms on which we agree to act for you and contains details of our regulatory and statutory responsibilities. Please contact us immediately if there is anything which you do not understand.

We would particularly draw your attention to the following sections of these Terms of Business:

- Duty of Disclosure
- Cancellation
- Client Money Arrangements
- Premium Payment
- Conflicts of Interest
- Complaints

Advising on and arranging your insurance

As a result of our unique relationship with partner insurers, we do not as a general rule approach insurers not aligned to our specialist schemes when we are assessing your insurance requirements and providing you with advice. We believe that the policies offered under our scheme by our partner insurers provide excellent cover available at a reasonable premium.

On occasions we may approach insurers not aligned to our scheme, when this is the case, we will inform you whether or not we have approached the whole market, a selection of insurers or a single insurer.

We hope you understand and accept this aspect of our business, however if you wish to discuss any issues you may have in the way we provide quotations, please feel free to discuss it with your account executive.

Upon receipt of your instructions we will place insurance with insurers and keep you informed of progress of our negotiations. We will advise you of any inability to place your insurance.

Security

We will advise you of the insurers with whom it is proposed to place any insurance on your behalf. However, we cannot and do not guarantee the solvency or continuing solvency of any insurer used. You should note that the financial position of an insurer can change after cover has incepted. A liability for the premium, whether in full or pro-rata, may arise under policies where a participating insurer becomes insolvent.

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Duty of Disclosure

You must disclose to insurers, before the contract is concluded, any fact or circumstance which is known to you (or which ought to be known to you) in the ordinary course of your business and which is material to the risk. A fact or circumstance is material if it would influence the judgement of a prudent insurer in assessing the premium or determining whether he would take the risk. You must also advise us immediately of any alterations to the risk. Should you not act with the utmost good faith or fail to disclose any material fact or circumstance to insurers, they may void the contract.

Premium Payment

You must provide the premium due in cleared funds in accordance with the amounts and payment dates specified in our debit notes. Failure to meet the payment dates may lead to insurers cancelling your policy. Where insurers have specified that the premium must be received by a certain date, failure to comply can result in the automatic termination of your insurance.

Written Instructions

We require our clients to give us instructions in writing to avoid possible disputes. We will, however, accept oral instructions providing they are subsequently confirmed in writing.

Cancellation

In the event of cancellation of the insurance contract after inception, insurers may return a pro-rata premium to us; once our remuneration has been earned our brokerage or fees will not usually be returnable. We therefore reserve the right to retain our brokerage or fees in full in such circumstances, before passing the balance of premium due to you.

Documentation

We will issue documentation confirming details of the policy purchased, including the identity of your insurers. We will advise you of the date(s) on which any premiums are due and, if relevant, the consequences of late payment.

Where required by regulation we will also:

- set out your demands and needs as understood by us
- confirm whether the contract has been personally recommended and, if so, the reasons for making that recommendation
- include a summary of the key aspects of your policy
- provide you with policy confirmation
- provide you with renewal terms in good time before the expiry of your policy, or notify you that renewal is not being invited

It is important that you read all your documentation carefully and inform us immediately if you have any concerns with the coverage arranged for you.

We retain copies of all documentation as agents of the insurer concerned.

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Claims

You must notify us as soon as possible of a claim or circumstances which may give rise to a claim. We will advise you what you need to do to pursue your claim; you should note you will need to state all material facts concerning the claim.

Your claim may be dealt with by our own staff under a delegated claims handling authority on behalf of your Insurer. In these circumstances, any payment may be made by ourselves and then recovered from the Insurer (to speed up the claims process). We will remit claims payments to you as soon as possible after they have been received on your behalf. We will provide you with every assistance in submitting a claim and seeking to obtain reimbursement. However in the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

Conflict of Interest

The OAMPS Group act impartially for all clients, but occasions can arise where we or one of our other clients may have some form of interest in business being transacted for you. Alternatively, it may be that our interests or the interests of another client conflicts with your own. On all such occasions we shall write to you, setting out the steps we shall take to ensure fair treatment, and shall request your consent before we carry out your instructions

It is specifically noted that we settle some insurance claims under the terms of a delegated authority agreement, under those agreements we must advise you that we handle claims as the agent of the insurer acting on their behalf. We will always act impartially in this matter and have defined a set of rules to manage this conflict of interest and to protect the interest of you as a client. We will always draw this conflict of interest to your attention when you advise us of a claim.

Remuneration

Our remuneration for our services is normally in the form of commission or brokerage which is a percentage of the insurance premium paid by you and allowed by the insurer(s) with whom the insurance is placed; or a fee previously agreed with you. Brokerage and fees are earned for the policy period and we will be entitled to retain fees and brokerage in respect of the full policy period in relation to policies placed by us. In the event of mid-term adjustments we will be entitled to the same rate of brokerage. In addition to client fees and/or brokerage payments we may also receive remuneration by way of:

- interest earned on insurance monies passing through our bank accounts
- expense allowances or commissions from insurers for managing and administering certain covers, binding authorities and other similar facilities
- profit commissions or profit shares paid by insurers on specific facilities and arrangements for a limited class of business
- administrative service fees which may be paid for limited specific services we provide to insurer(s) as part of the placing or claims process

We will deal with you openly and, when requested, we will disclose the amount of all commission income (or where that is not feasible the basic amount plus a reasonable estimate of the additional income or its basis of calculation) from the above and any other sources which we may receive in relation to insurance which we arrange.

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Client categorisation

It is our intention to categorise you as a “Commercial” Client from the outset and provide our services on this basis as it offers the appropriate level of regulatory protection to you.

Client Money Arrangements.

Historically we have held premium and claims monies on behalf of our clients. Recently, some insurers have elected for risk transfer whereby we hold premium and claims monies as agent of the insurer. In these circumstances premium paid to us is deemed to be paid to the insurer. It is therefore possible that on any risk placed by us there could be a combination of some insurers who have accepted risk transfer and some who have not. If you would like to know the exact position on any particular placement please let us know.

Non- Statutory Trust

We keep client money with HSBC plc; it is separate from our own money and subject to a Non-Statutory trust as prescribed by the FSA. We only take our remuneration from client money when we receive the relevant premium you. We also hold insurer money in the same Non-statutory trust account. However it is a condition that insurers subordinate their rights to those of our clients in respect of monies held in the account. The terms of the Non Statutory Trust allow us to use client monies held in trust to fund other client’s insurance premiums, we operate this trust in accordance with the FSA rules.

*Interest on Client Money

Any interest or exchange gains realised from client money held by us will be retained by us.

*Please note: In accepting these Terms of Business you are giving your consent for us to hold your money in non-statutory trust and for us to retain any interest or exchange gains, as described above.

Payment to Third Parties

We may transfer client money to another person, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf through that person. This may include brokers and settlement agents outside the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different to that of the UK and, in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK. You may notify us if you do not wish your money to be passed to a particular person in a particular jurisdiction.

Complaints

At OAMPS we always aim to provide the highest possible levels of service and advice. Even so, we appreciate that there may be occasions when clients have a complaint and formal procedures, summarised in this document, have been established to deal with this eventuality. These procedures seek to respond in a fair and impartial way to clients and other connected parties, who express dissatisfaction about our firm’s provision of, or failure to provide, a financial service.

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Complaints continued

If you have a complaint with the way that we have provided, or have failed to provide, a financial service we ask that you contact the Compliance Officer at the following address preferably by either letter or email, however if you prefer you may contact us by telephone to outline your concerns.

Head of Compliance, OAMPS (UK) Ltd, Windsor House, High St, Esher, Surrey, KT10 9RY, Telephone: 01372 467266
Email: Complaints@oamps.co.uk

If we consider that your complaint does not relate to our services (for instance, if the matter concerns the performance of your insurer), we will put you in contact with an appropriate person to whom your complaint may be addressed, we will also assist you where possible in progressing your complaint.

We have a formal complaints procedure details of which we will send to you either on receipt of a complaint or on request. If we are unable to settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR; telephone 0845 080 1800; website www.fos.org.uk

Compensation

Depending on the type of business and the circumstances, you may be entitled to compensation from the Financial Services Compensation Scheme ("FSCS") if we cannot meet our obligations to you. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit. Full details and further information on the Scheme are available from the FSCS at Lloyds Chambers, Portsooken Street, London E1 8BN; telephone 0207 892 7300; Email: enquiries@fscs.org.uk.

Money Laundering/Proceeds of Crime Act

UK money laundering regulations require us to obtain evidence of the identity of clients for whom we act at the start of a business relationship. For companies (other than listed ones) evidence of identity will usually comprise of: a copy of certificate of incorporation, a list of directors, a list of shareholders and the registered address.

We are obliged to report to the Serious Organised Crime Agency (SOCA) any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report.

Data Protection

We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with a client's personal data.

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 non-exclusive jurisdiction of the English courts.