INSURANCE TERMS OF BUSINESS

Dye & Durham (UK) Limited

May 2025

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1. TERMS

Important Notice

By submitting an order on your own or your Client's behalf you acknowledge and accept the general Dye & Durham (UK) Limited License Terms and Conditions published at https://dyedurham.co.uk/license where Dye & Durham (UK) Limited, as the provider of insurance products is a third party supplier and as such if submitting an order to Dye & Durham (UK) Limited on behalf of and / or as agent for your Client or any other third party you warrant to us (on a full indemnity basis) that you have brought the Dye & Durham (UK) Limited License Terms and Conditions and these specific Dye & Durham (UK) Limited Insurance Terms of Business to the Client or third party's attention and have obtained their acceptance and consent in advance of the submission of the order.

Terms of Business Agreement

By accepting these Terms of Business, you are giving your consent to the actions described in the following sections. For your own benefit, please read this document carefully and if you do not understand any point then please contact us for clarification.

Firm Details

Dye & Durham (UK) Limited, correspondence address: 9th Floor, The Point, 37 North Wharf Road, London, W2 1AF. Registered address: 9th Floor, The Point, 37 North Wharf Road, London, W2 1AF. Email: InsuranceServices@dyedurham.com, company registered number 06029390, VAT registration number 897481753. Dye & Durham (UK) Limited is an Appointed Representative of Howden UK Brokers Limited (FRN 307663), authorised and regulated by the Financial Conduct Authority. Howden UK Brokers Limited ('HUBL') is registered in England and Wales (Company No. 02831010) with its registered office at One Creechurch Place, London, EC3A 5AF. You can check this on the FCA register by visiting the FCA's website https://register.fca.org.uk/ or telephoning the FCA on 0800 111 6768.

Our Insurance Services

Dye & Durham (UK) Limited offers insurance products which may meet your Client's demands and needs, and we will give you enough information about a product for you to make an informed decision about its suitability for your Client. We do not give advice or make personal recommendations in respect of any of the insurance products we offer. We offer insurance products from a single provider in respect of each type of insurance we provide. By purchasing an insurance policy, you agree that this product meets the demands and needs of those who wish to ensure that their property title indemnity insurance requirements are met now and in the future.

We are not tied to any insurer and no insurer holds any shareholding in us or any of our subsidiaries or associated companies. We do not have any holdings or voting rights in any insurer.

We represent you rather than acting for and on behalf of the insurer.

Confidentiality and Data Protection

To the law firm or any third party: All information about you and your employees / agents will be treated as private and confidential and kept secure. In respect to data protections matters, we will process personal data relating to your employees / agents and Clients in accordance with our data protection notice (incorporating processing notice) at https://dyedurham.co.uk/privacy-policy/.

To the customer: All information provided to us (by your law firm or any third party) about you will be treated as private and confidential and kept secure. We will disclose the information we have about you to insurance providers in the normal course of arranging and administering insurances (including claims you may make) in accordance with these instructions. We may also disclose your information to companies within the Dye & Durham (UK) group of companies for administrative purposes or is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

We may also use the information we hold about you to provide you with information on other products and services we can offer which we feel may be appropriate to you where you have agreed we may do so. If you have agreed to this but no longer wish to receive marketing information from us, or for us to disclose information about you to other parties for marketing purposes, please write to us at the above correspondence address.

Once your Instruction has completed we will keep basic information about you as a customer for six years for tax purposes but we will also keep records of addresses relating to insurance products indefinitely so we can investigate claims you may make as these products are involved in the conveyancing process and the requirement for re-examination may arise only at the time a property is re-sold – which may be many years after the insurance products were ordered.

You have certain rights under data protection law. Some of the rights are complex, you should read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights. Your principal rights under data protection law are:

a. the right to access;
b. the right to rectification;
c. the right to erasure;
d. the right to restrict processing;
e. the right to object to processing;
f. the right to data portability;
g. the right to complain to a supervisory authority; and
h. the right to withdraw consent. You may exercise any of your rights in relation to your personal data by written notice to us.

Your Duty to Disclose Information

To the law firm or any third party: As a commercial customer, you must make a fair presentation of the risk to the insurer.

A fair presentation of the risk involves disclosing:

- Every material circumstance which any individual who is part of senior management or responsible for arranging your Client's insurance knows or ought to know (including what should reasonably be revealed by a reasonable search of information available, including, for example, by making enquiries of us); or
- Sufficient information to put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances,

in a manner (i) that is reasonably clear and accessible to the insurer and (ii) in which every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith.

A material circumstance is one that would influence the insurer's judgment in determining whether to take the risk and, if so, on what terms.

This duty continues throughout the term of your Client's insurance.

Charges

We are remunerated by commission from the insurer. We reserve the right to retain commission in respect of any premium refunds made by insurers.

Commission Disclosure

Any commercial customer for insurance has the right to ask for details of our remuneration from their insurance arrangements. Any request for disclosure should be made in writing to Howden UK Brokers Limited along with the policy and premium details.

Payment Terms

Any monies we collect from you or refunds due to you are subject to a 'risk transfer' agreement with insurers; in these circumstances it is agreed that we are agents of the insurer and that monies paid to ourselves are deemed to be paid to the insurer. All invoices shall be paid within 14 days of the date of issue.

Cancellation

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased:

- You may be entitled to cancel within 14 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later and receive a full refund provided no claim has been made.
- Because the interests of a number of parties may be protected at the same time by the policy, it may not be possible to cancel the insurance. If this applies, no refund of premium will be payable in any circumstance.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most insurance arranging is covered for 90% of any claim without upper limit. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme (http://www.fscs.org.uk).

Complaints

It is our intention to provide you with the highest possible level of customer service at all times. Should we not meet your expectations, we have a complaints procedure, which is explained below. Should you wish to complain please contact the Complaints Manager either:

- In writing: Dye & Durham (UK) Limited, Ground Floor, One Capitol Court, Dodworth, Barnsley, S75 3TZ; or
- By email: uksearchsupport@dyedurham.com; or

- By telephone: 0800 038 8350.

Your complaint will be acknowledged within five working days, advising who will be handling the complaint. You will then receive a final response within eight weeks, unless we write to you advising that our response will be delayed.

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service ('FOS') within six months of the date of our final letter:

- The Financial Ombudsman Service, Exchange Tower, London E14 9SR
- Tel: 0800 023 4567 or 020 7964 0500
- complaint.info@financial-ombudsman.org.uk
- For more information, please visit www.financial-ombudsman.co.uk

Claims

It is essential to notify insurers immediately of any incidents that may result in a claim against your insurance policy. Your policy summary and policy document will provide you with details on who to contact to make a claim.

Conflicts of Interest

If we, one of our Clients, or one of our insurance providers become aware of any potential conflict of interest with regard to business we are transacting for you we will write to you and obtain your consent before we carry out your instructions and we will inform you of how we intend to ensure that you are treated fairly.