

INITIAL DISCLOSURE DOCUMENT - IMPORTANT INFORMATION

What is the purpose of this document?

This document sets out important information about who we are, the services we provide and the terms on which we agree to act for you and details of our statutory and regulatory duties.

This document will supersede any IDD or terms of business agreement that we may have previously sent to you. It is important that you read this document carefully as it contains details of our statutory responsibilities and your contractual obligations. If there is anything that you do not understand you should inform us otherwise we will assume you are providing informed consent to these terms.

References in this document to 'we', 'us', and 'our' shall mean Intasure, a trading name of Arthur J Gallagher Nordic AB and references to 'insurers' shall include insurers, underwriters, managing agents and, where applicable, reinsurers with whom we place business.

Who are we?

Intasure is a trading name of Arthur J Gallagher Nordic AB (formerly called Nordic Försäkring & Riskhantering AB) which is authorised by the Swedish Financial Supervisory Authority. Incorporated in Sweden under company number 556418-5014 with registered address at Mölndalsvägen 22, 412 63 Göteborg, Sweden.

We are an insurance intermediary, risk management and consulting firm.

Information about who regulates us is contained below.

Who regulates us?

We are authorised and regulated by the Swedish Financial Supervisory Authority (*Finansinspektionen*) ("SFSA"). Our firm reference number is 80705. We are permitted by the SFSA to act as a general insurance intermediary. The SFSA also keeps a record of our employees' right to distribute insurance. You can check these details by contacting the SFSA at:

Postal address: Box 7821, 103 97 Stockholm, Sweden
E-mail address: finansinspektionen@fi.se
Telephone number: +46 (0) 8 408 980 00
Website: www.fi.se

Arthur J Gallagher Nordic AB is subject to supervision by the Swedish Consumer Agency (*Konsumentverket*) ("SCA") in relation to marketing.

The SCA's contact details:
Postal address: Box 48, 65102 Karlstad, Sweden
E-mail address: konsumentverket@konsumentverket.se
Telephone number: +46 (0) 7 7142 33 00
Website: www.konsumentverket.se

Arthur J Gallagher Nordic AB is registered at the Swedish Companies Registration Office (*Bolagsverket*) ("SCRO"). Our registration relates to all classes of general insurance business. Our registration at the SCRO can be reviewed at the SCRO.

The SCRO's contact details:
Postal address: 851 81 Sundsvall, Sweden
E-mail address: bolagsverket@bolagsverket.se
Telephone number: +46 (0) 7 716 706 70
Website: www.bolagsverket.se

Whose products do we offer?

We only offer products from a single insurer for our policies.

We only offer products from a single insurer for any optional ancillary products.

We may arrange insurance for you through another company in our group or another of our trading names within Arthur J Gallagher Nordic AB (trading as Pen Underwriting)) at different stages within the same placement. In this context, Arthur J Gallagher Nordic AB (trading as Pen Underwriting) would act on behalf of one or more insurers. Please see the section headed **Conflicts of Interest** for further information.

What service(s) can we provide to you?

Our services to you may include (but are not restricted to): arranging insurance policies with insurers, helping you to make changes to your insurance policy, providing assistance to you in submitting a claim and any other related services. In certain circumstances, insurers may have delegated authority to us to carry out certain activities, such as binding risks, handling claims or issuing documents. In cases where we are acting on behalf of the insurer, we will be acting as their agent. We will disclose the name/s of the insurance company or companies that we act for.

We will be acting on a 'non-advised' basis; this means that we are happy to offer you information about the features and benefits of our products and services so you can decide which of these best suits your requirements. We are acting as the agent of the insurer and this is why we will not be making a recommendation to you about which insurance you should select. Where we have agreed with insurer(s) to only distribute products for one or more insurers we will tell you that, and provide you with their name(s). In the event that we have no such agreement but still only consider a limited number of insurers, we will tell you that and provide you with their name(s).

Intasure does not provide advice based on an impartial and personal analysis as described in chapter 4 section 2 of the Swedish Insurance Distribution Act (*försäkringsdistributionslagen*).

How are we paid for our services?

Payment in respect of a service that we provide to you in respect of any single contract of insurance may be made up of one or more of the following:

- (a) a fee paid by you: details of this, or the basis of calculation, will be declared to you in advance of this being incurred;
- (b) brokerage/commission, which is a percentage of the total annual insurance premium paid by you and given to us by the insurers with whom we place your business; and
- (c) administration charges, in addition to any insurance premiums and/or fees, for administration of your policy, including amending and cancelling any policy: these apply on most placements (even where a) and/or b) apply), and details of these charges will be provided to you in advance of them being incurred.

Please note that where we have not agreed a fee (a) payable by you in respect of any contract of insurance, our remuneration will be by way of commission (b). There may be instances where we have agreed a fee (a) with you, and for subsequent, additional policies, we also earn a commission. In these cases, and upon request, we will explain which remuneration applies to each policy. If we charge you a fee (a) in relation to any contract of insurance, and either also receive commission payments in respect of that contract of insurance, or will do so in relation to any subsequent contracts, then we will inform you of that fact prior to the fee being incurred. Please note that for commission (b), we do not intend to earn commission from the taxation element of any insurance premium tax.

We may receive additional payments such as a profit share or profit commission from insurers, for instance, payable under a delegated underwriting authority or other facility or individual contract in recognition of overall profitability. We may also earn income from insurers or other sources in other ways. For example, we may receive income from insurers for ancillary services provided solely on their behalf. We are entitled to withdraw fees, commission and administration charges as noted above from the client account.

Upon request, we will be pleased to provide details of any income we are due or have received as a result of placing your business.

Unless we specifically agree otherwise, brokerage/commission and fees are earned when we arrange an insurance policy for you, or in the case of any other service when we commence providing that service to you. However in respect of any payment made to us this will only be recognised as payment for the service when we have reconciled your payment. We will be entitled to retain all fees and brokerage in respect of the full period of contract(s) of insurance arranged by us including in circumstances where your policy has been terminated and your insurers have returned pro-rated net premium. Consistent with long established market practice, we will deduct our brokerage and other commissions from the premium once received.

If you decide to terminate our appointment in relation to policies we have placed on your behalf and where, (i) the policy or policies have not expired, and (ii) premium is due on the policy or those policies, we are entitled to any brokerage/commission originally due on the policy or policies and you will ensure the broker subsequently appointed to administrate the policy or policies agrees and accepts to collect the brokerage/commission and remit to us in good time.

In the event that you are a customer located in Sweden, we will also provide you with further disclosures to satisfy Swedish regulatory requirements.

Conflicts of Interest

Circumstances may arise where we have a conflict of interest between us (including our managers, employees or agents) or another of our group companies and you, or between you and another of our clients. We always aim to treat you fairly and avoid conflicts of interest. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you.

We may arrange insurance for you through another company in our group or another of our trading names within Arthur J Gallagher Nordic AB (trading as Pen Underwriting) at different stages within the same placement. In this context, Arthur J Gallagher Nordic AB (trading as Pen Underwriting) would act on behalf of one or more insurers. In arranging an insurance solution that meets your demands and needs, we will ensure that our duty to you does not conflict with the duties that a group company or trading division owes to the insurers that it represents.

Your policy documentation

You will receive written terms and conditions of any insurance policy we arrange for you. Please check these documents and advise us as soon as reasonably practicable if the terms of the cover arranged are not in accordance with your requirements. Please pay special attention to the claims notification provisions and to any warranties and conditions as any failure to comply with these terms may invalidate your cover.

Professional Indemnity Insurance

We have professional indemnity insurance that meets Swedish regulatory requirements. If you are a customer in Sweden, prior to you taking out a policy, we will notify you of the details of the cover and how you may bring any claim under it. We can also provide this information to customers outside Sweden on request.

What to do if you have a complaint

Contact Nordic

We are committed to delivering the highest standards of customer care and we have procedures in place to investigate complaints. If you have a complaint, you are welcome to contact our EEA Desk Complaints Manager, and we will try to resolve your complaint as soon as possible:

EEA Desk Complaints Manager
E-mail: eu.complaints.intasure@intasure.eu
Tel: +46 (0) 8 446 864 78
Mölnadalsvägen 22,
412 63 Göteborg ,
Sweden

Received complaint

Once we have received your complaint, we undertake to try to acknowledge and resolve it within 14 days and provide a written answer to confirm if we have done so. In the case that we have not been able to resolve your complaint within that period of time, we will write to you providing an explanation for the delay and an estimate on when we expect to be able to respond fully to your concern or complaint.

If you feel that we have not been able to resolve the matter to your satisfaction, after this process you may have the right (subject to eligibility) to complain to the UK Financial Ombudsman Service. Their details are:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Telephone: + 44 (0) 800 0234 567 (from landline)
Telephone: + 44 (0) 300 123 9 123 (from mobile)

You may also have the right (subject to eligibility) to complain to the Swedish National Board for Consumer Disputes (*Allmänna reklamationsnämnden*). Their details are:

Allmänna reklamationsnämnden (ARN)

E-mail: arn@arn.se
Tel: +46 (0) 8 508 860 00

Box 174
101 23 Stockholm
Sweden
www.arn.se

Whether or not you make a complaint to us and/or refer your complaint to the UK Financial Ombudsman Service or Swedish National Board for Consumer Complaints, your statutory right to take legal action will not be affected. The competent court is the Swedish general courts.

Other advice

You may also be able to find additional help and guidance from the following:

Konsumenternas Bank- och finansbyrå

Tel: +46 (0) 2 002 258 00
Box 24215
104 51 Stockholm
Sweden
<https://www.konsumenternas.se/om-oss/bank-och-finansbyran>

Konsumenternas försäkringsbyrå

Tel: +46 (0) 2 002 258 00
Box 24215
104 51 Stockholm
Sweden
<https://www.konsumenternas.se/om-oss/forsakringsbyran>

Municipal consumer guidance organisations

<https://www.konsumentverket.se>

Online Dispute Resolution Platform

The European Commission has established an Online Dispute Resolution Platform (ODR Platform)

<http://ec.europa.eu/consumers/odr> that is specifically designed to help EU consumers who have bought goods or services online from a trader based elsewhere in the EU and subsequently has a problem with that online purchase. The ODR platform will refer your complaint to the appropriate country adjudication service.

Lloyd's Insurance Company S.A.

If we are unable to resolve a complaint which relates to the performance of your policy or the insurer, and your policy is underwritten at Lloyd's, you may refer your complaint to Lloyd's for review. Lloyd's' contact details are below, and further information on the referral process can be found on the Lloyd's website.

If you wish to make a complaint, please check your policy for details of the person to contact. Alternatively, contact us as your broker. If the complaint relates to a claim, contact whoever has been handling your claim to inform them of your dissatisfaction. If you cannot find the contact details mentioned in your policy, or if you want to complain about us as your broker, you can contact the Lloyd's Insurance Company Complaints team below.

Service Manager
Complaints team
Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050 Brussels Belgium

Tel: +32 (0)2 227 39 40 E-mail: lloydsbrussels.complaints@lloyds.com

National Board for Consumer Complaints

If you feel that we have not been able to resolve the matter to your satisfaction, after this process you may have the right (subject to eligibility) to complain to the National Board for Consumer Complaints (Sw. *Allmänna reklamationsnämnden*)

Postal address: Box 174, 101 23 Stockholm
E-mail address: arn@arn.se
Telephone number: +46 (0) 8 508 860 00
Website: www.arn.se

Whether or not you make a complaint to us and/or refer your complaint to the National Board for Consumer Complaints, your statutory right to take legal action will not be affected. The competent court is the Swedish general courts.

Guidance and advice

The Swedish Consumers' Insurance Bureau (Sw. Konsumenternas Försäkringsbyrå) provides consumers (natural persons) with independent information and advice regarding financial services. All information and advice is free of charge.

Postal address: The Swedish Consumers' Insurance Bureau, Box 24215, 104 51 Stockholm, Sweden
Telephone number: +46 (0) 8 22 58 00
Website: www.konsumenternas.se

Hallå konsument is a national information service coordinated by The Swedish Consumer Agency (Sw. Konsumentverket).

Postal address: Konsumentverket/KO, Box 48, 651 02 Karlstad, Sweden
E-mail address: info@hallakonsument.se
Telephone number: +46 (0) 7 715 255 25
Website: www.hallakonsument.se

You can also contact your municipal consumer adviser.

Financial Services Compensation Scheme

We are covered by the UK Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the FSCS if we cannot meet our financial obligations to you. This depends on the type of insurance contract that we have arranged for you, certain eligibility criteria and the circumstances of the claim. Further details regarding the FSCS are available online at www.fscs.org.uk or by calling 0800 678 1100 (+44 20 7741 4100 from overseas). Separately, your insurer and/or you may be covered by a different compensation scheme.

How your money is handled

In our role as intermediary between you and your insurer, we may hold money either paid by you to be passed on to your insurer or paid to us by your insurer to be passed on to you.

We may take payment from you when your policy next renews using payment card information you have shared with us and which ~~we will retain. If we intend to do this,~~ we will confirm this to you in your renewal invitation prior to your next policy renewal. You may opt-out of automatic renewal at any time by contacting us.

Where we have an agreement with your insurer to hold money as their agent, any premiums you pay to us are treated as having been received by the insurer as soon as they are received by us. Claims payments and/or premium refunds are treated as received by you when they are actually paid to you. Where we receive monies as agent of your insurer, we can only deal with that money in accordance with the instructions of the insurer. This means that, for example, if you want us to return such monies to you, we can only do so with the agreement of the insurer.

Where we do not have an agreement with your insurer to hold money as their agent, we will hold premiums you pay to us as your agent. Money we receive from your insurer which is payable to you will be your property whilst we hold it. Money we hold as your agent is referred to as "Client Money". We will hold Client Money in a client funds account in accordance with chapter 4, section 14 of the Swedish Insurance Distribution Act (försäkringsdistributionslagen).

We may invest Client Money held in accordance with the Swedish Insurance Distribution Act. If we do invest money in this way, we will be responsible for meeting any shortfall in the value of the investments at the time of their realisation. Any interest or profits earned on Client Money held by us will be retained by us for our own use, rather than paid to you.

As a Swedish company, winding-up or other insolvency procedures could be initiated in Sweden. Under Swedish law, client money would be protected in the same way for all customers, including for customers located outside of Sweden.

How we use your data

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at ajg.com/se-en/eea/eea-privacy-notice/. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that you have obtained all appropriate consents, where required, tell them you are providing their information to us and show them a copy of this notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

Termination

Without prejudice to any rights that have accrued under this agreement or any other rights or remedies, either party may terminate the services contemplated under this agreement by giving not less than 30 days' notice in writing to the other.

We are not required to act for you, or to continue to act for you, if we reasonably consider that to do so would put us in breach of, or would expose us or our affiliates to fines, penalties or sanctions under, any laws, regulations or professional rules. In such circumstances, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

You may also have cancellation rights in respect of your insurance policy, details of which will be set out in separate documentation.

Financial Crime

You confirm that you will comply with all laws, statutes and regulations that apply to you relating to anti-bribery and corruption, including chapter 10 section 5a, 5b, and 5c of the Swedish Penal Code and (if applicable) the US Foreign and Corrupt Practices Act 1977.

Please be aware that we are required to obtain adequate "Know Your Client" information about you. In order to prevent bribery, corruption, fraud or other financial crime, we may take further steps, including notification to the relevant authorities, carrying out status and credit checks using credit reference agencies, and other screening background checking as appropriate. The policies we arrange may include clauses on financial and trade sanctions, anti-money laundering and export controls, ("Sanctions"). You should take legal advice where necessary and pay special attention to relevant policy clauses.

To comply with financial crime or Sanctions requirements, we may be prohibited from providing broking or risk consulting services, including placement and claims handling services; may be required to take actions such as freezing the funds in which parties subject to Sanctions have an interest; or may make regulatory notifications or licence applications as required or appropriate in accordance with Sanctions. Your insurers and other third parties we deal with, such as financial institutions, may also apply their own policies or restrictions.

You acknowledge and agree that we reserve the right to take steps to comply with financial crime or Sanctions (and we will not be liable to you for this or for similar steps taken by third parties). You should advise us of all of the countries connected to the (re)insurance you require. We reserve the right not to perform obligations under this agreement to the extent that this would be

contrary to our commercial risk appetite or where performance would be impracticable including because of bank policies restricting the processing of premiums, claims funds or fees related to such countries or related parties.

Please be aware that we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran - including because of significant difficulties in processing payments and other commercial and reputational considerations.

November 2023