

Customer Agreement – Standard Terms of Business

Ballyclare Insurance Services Millwater House 10a Mill Road Ballyclare Co Antrim BT39 9DY

About us

Ballyclare Insurance Services of 10a Mill Road Ballyclare Co Antrim are authorised and regulated by the Financial Services Authority (FSA). We are permitted to arrange, advise on and assist you with respect to non-investment insurance policies. You can check these details on the FSA's Register by visiting the FSA's website <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234.

Your duty of disclosure

Your insurance is based upon the information provided to the insurance company and you must ensure that all such information is complete and accurate throughout the period of cover and when you renew your insurance, and that any facts that may influence the insurer's decision to accept and pay a valid claim are disclosed.

Failure to disclose material information may invalidate your insurance and could mean that part, or all, of a claim may not be paid.

How to cancel

You may have a statutory right to cancel this insurance within a short period. Please refer to your policy summary or your policy document for further details. If you cancel you will receive a pro rata refund of premium from the insurer. We may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance.

If you wish to cancel outside this period you may not receive a pro rata refund of premium. For some insurances there may be no entitlement to premium refunds. Where there is, we may also keep an amount that reflects our administrative costs in arranging and cancelling the insurance. A claim under the policy normally cancels a right to premium refunds.

Fees and charges

Please refer to our tariff of administration charges for fees payable under these Terms of Insurance Business. These will apply if we are required to carry out a mid-term adjustment, renewal, cancellation, etc. on your behalf.

Customer Protection and Complaints

It is our intention to provide a high level of service at all times. However if you have reason to make a complaint about our service you should contact the Compliance Manager at the above address. We will acknowledge your complaint by letter within 5 days followed by a written response within 20 working days. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. Further information is available at <http://www.financial-ombudsman.org.uk/>. For training and quality purposes, calls may be recorded.

How to claim

We are pleased to provide you with assistance in the event of a claim. Please refer to your policy summary or your policy document if you need to contact the insurer direct as contact details are provided.

Protecting your information

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made in the course of underwriting, claim handling, debt recovery, or at your request or with your consent in relation to administering your insurance, and except where law requires us. The FSA may ask us to provide it with access to our customer records in order that it may carry out a review of our activities. Some or all of the information you supply to us in connection with your insurance proposal may be passed to other insurance companies for underwriting and claims purposes. Under the *Data Protection Act 1998* you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you

have any queries, please write to the Compliance Manager at the above address.

Protecting your money

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer (in which case your insurance is treated as being paid for), or we hold it in a client bank account on trust for you. We may extend credit to other customers from this account and we may need to transfer your money to another intermediary for onward transmission to a scheme insurer in some cases. However your money will be protected at all times because of the requirements of the FSA rules. We also reserve the right to retain interest earned on this account.

By accepting these Terms of Business you are giving your consent for us to operate in this way.

Compensation arrangements

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. 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. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at <http://www.fscs.org.uk/>

Whose products do we offer?

- We offer products from a range of insurers for all classes of general insurance transacted – other than those below.
- We only offer products from a limited number of insurers for Travel insurance.
Ask us for a list of insurers we offer insurance from.
- We only offer products from CRASH Services in respect of Legal Expense insurance and breakdown assistance.

Which service will we provide you with?

We will advise and make a recommendation for you after we have assessed your needs for personal and commercial insurances.

We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

What administration charges do we make?

Mid Term Policy alteration £5.00, Evidence of No Claim Discount £5.00, Replacement Certificate £10.00, Credit Card Payments 3% of transaction amount, Non Commission Policies 10% of premium, Policy Cancellation 10% of insurer credit, Dishonoured Cheques £15.00. Other non- standard charges may be made from time to time, the amount and purpose will be advised in advance.

Premium Financing

We will normally accept payment by cheque, cash or credit card, You may be able to spread your payments through an insurer instalment scheme, insurer credit card scheme or by arranging premium finance from one of a panel of "third party" lenders. We will give you full information on your chosen payment option. Please note that in the event of a policy cancellation or a default in the finance agreement any shortfall incurred by a third party finance provided such as Premium Credit Ltd or Close Premium Finance may be clawed back from ourselves and it will be your responsibility to make good this shortfall. A shortfall can arise due to cancellation charges applied by insurers, defaults or late payments, or a claim under the policy which cancels entitlement to premium refund.

United Kingdom law shall apply to our Terms of Business.

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