

TERMS OF BUSINESS

About Us

Abbey Insurance Brokers Limited trading as AbbeyAutoline, Chilldrive, Classic and Collectable Club Insurances and Bond Lovis Insurance Brokers is a company registered in Northern Ireland under company registration number NI053754. Our registered office is 10 Governors Place, Carrickfergus, County Antrim, BT38 7BN. We are a wholly owned subsidiary of Prestige Insurance Holdings Limited who are ultimately owned by PIHL Holdings Limited. We are authorised and regulated by the Financial Conduct Authority, our Firm Reference Number is 434752. You can confirm this on the Financial Services Register at www.fca.org.uk or by contacting them on 0800 111 6768.

We are an insurance intermediary who act honestly, fairly and professionally in accordance with your best interest. We act on your behalf at all times except for the collection and refund of premiums when we act as agent of the Insurer. Our services include assessing your demands and needs and offering advice on the appropriate insurance, arranging and managing cover with the Insurers, and making mid-term adjustments to your Insurance. Where appropriate we may offer you carefully selected products and services connected with your insurance, these are sold separately and are non-compulsory.

For Motor, Home, Taxi and Commercial insurance after we have assessed your demands and needs, we make a personal recommendation from our panel of insurers using a fair and personal analysis of the market. The following products are chosen from carefully selected single insurers: Breakdown, Excess Protection & Home Emergency with AXA Assistance; Legal Expenses with Arc Legal Assistance; Key Cover with KeyCare; and GAP Insurance with Jackson Lee.

When we arrange or renew your Insurance we will usually be paid commission based on a percentage of the premium by the Insurer. We will also charge you a fee for arranging your Insurance and for making other changes or adjustments. Further details on our fees and remuneration is noted below

Disclosure

Your responsibilities to disclose information to us differ depending on whether you are a consumer or a commercial client. A **consumer** is any natural person who is acting for purposes which are solely outside their trade or profession. A **commercial client** is anyone who is not a consumer.

For consumers, At all times you must take reasonable care to answer all questions honestly and to the best of your knowledge. If you don't, your policy may be cancelled, treated as if it never existed, or your claim rejected or not fully paid.

For commercial clients, you have a duty to disclose to the insurer every material circumstance which your Senior Management, including any individuals with a significant role in the decision making of the business, and/or anyone involved in the procurement of the Insurance knows or ought to know after a reasonable search. A reasonable search would include information held by persons and systems within your business, by your agents and other parties who may be covered by the Insurance or hold relevant information e.g. consultants, suppliers, outsourced service providers. This is particularly important before taking out a policy but also at each renewal or when you make a mid-term amendment to your policy. A circumstance is material if it would influence an insurer's decision to offer insurance and if so on what terms. If you are unsure if something is material please contact us for guidance. If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

For both **consumers** and **commercial clients** it is important that you read all insurance documents issued to you and ensure that the information shown is correct, that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy. **You must inform us immediately of any changes which may affect the services provided by us or the cover provided by your policy.**

Fees and Remuneration

For consumers, we reserve the right to make an administration charge of up to £25.00 for (but not limited to) arranging cover, mid-term changes, duplicate/replacement documents, confirmation of driving experience, missed or late payments, amendments to existing instalments and direct debits, administration of refunds and issuing cheques. Cancellation refunds will have a charge of £50.00 deducted. Telematics policies are subject to additional administration and data handling fees that will be made known to you during your application. Any renewal fee(s) will be shown on your renewal notice and any fee(s) applied in respect of new business will be advised at quotation stage. If paying by Direct Debit please refer to your credit agreement for conditions and charges. For each transaction we conduct we will issue you with a receipt showing the amount of any monies paid.

For commercial clients, our remuneration is mainly by commission paid by the insurers along administration charges we apply for arranging, amending and renewing the insurance. We may also offer services through providers who will only pay us a percentage of the insurer's commission or no commission at all and in such circumstances we reserve

the right to make charges in addition to any insurance premiums, for the arranging, amending and renewing the insurance. We will advise you of these charges before you purchase and the charges will be clearly shown in our letter advising you of any terms and on any invoice. Cancellation fees will be advised at time of cancellation (minimum fee of £50.00). We will be entitled to retain all commission, brokerage and fees for the full policy period in respect of any policies which are cancelled mid-term. You are entitled to request information regarding any commission which we may have received as a result of placing your insurance business.

If we cancel a policy due to non-payment, all monies paid up to cancellation will be forfeited. We reserve the right to recover any discounts allowed during the term of your policy after a mid-term adjustment or cancellation and offset such discounts against any refund due.

We offer a wide range of payment options including cash, cheque, credit/debit card and various instalment options. We will give you full information about our payment options when we discuss your insurance with you in detail. Your policy may be cancelled if you fail to keep up payments on any instalment plan or finance arrangement.

Cancellation Rights

Consumers have the right to cancel without penalty within the first 14 days. This 'cooling off' period runs from the date your policy starts or you receive your policy documents, whichever is later. This right only exists where the duration of cover is greater than 30 days. If you cancel within this period you will only be charged for services received up to the date of cancellation, including any admin costs involved. If you wish to cancel, please notify us immediately in writing, enclosing any documentation previously sent by us. You may also cancel your policy at any time during the contract term by writing to us enclosing your current Certificate of Insurance, however, if after the 'cooling off' period, you may incur a higher charge. After this 14 day period, Legal Expenses, Breakdown, Home Emergency, Excess Protect, Replacement Car, KeyCare and GAP premiums are non-refundable.

For commercial clients, we will advise you of any cancellation rights and any conditions for exercising these rights prior to the conclusion of any policy.

Complaints

If you have cause to complain we would ask that you either speak to a member of our staff or write to us at Customer Complaints, 10 Governors Place, Carrickfergus, Co. Antrim BT38 7BN. We will aim to resolve your complaint as quickly and informally as possible. Full written details of our internal complaint handling process are available upon request.

If you are not satisfied with our final response, you may be entitled to refer your complaint to the Financial Ombudsman Service, without prejudice to your right to take legal proceedings, at Exchange Tower, London, E14 9SR. Tel: 0800 023 4567. www.financial-ombudsman.org.uk.

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS and you may be entitled to compensation from this scheme should we be unable to meet our liabilities.

Handling Client & Insurer Money

We hold monies collected for onward transmission to insurers, together with return premiums and credits due to clients from insurers, either on your behalf or on behalf of your Insurer as their agent in a non-statutory trust client bank account held in accordance with FCA rules. The Deed of Trust permits us to use the account to make advances of credit to our clients in order to fund their premiums, subject to strict conditions. For the purpose of some transactions, client money may pass through other authorised intermediaries before the insurer receives it. Where we collect or hold money as agent of the insurer we may also hold that money in the same bank account as monies held on behalf of clients. Any interest earned on monies held in such account(s) will be retained by us, except in cases where interest on individual client's monies exceeds £20. In such cases we will seek your consent to retain such interest. In dealing with us you are giving your consent to us handling your money in this way.

Documents

We may withhold certain documents (such as your insurance certificate or proof of NCB) until all payments due under the policy have been made (including any monies owed after cancellation). Any agreed credit facilities will be subject to a written agreement, which will include authority for us to retain your documents until all payments have been received. By placing business with us, you agree that delivery of any certificate(s) of insurance to us shall constitute delivery to you in accordance with statute law. All communication and documentation provided in connection with your policy will be in English. This agreement shall be governed by and construed in accordance with the laws of Northern Ireland.

Privacy Notice and Data Protection

Our Data Protection policy is available on our website www.abbeyautoline.co.uk/privacy-policy/ or in writing on request. This will explain how we may use and share any personal data that we obtain as well as explain your rights. You can find more details about data protection from the Information Commissioner's Office at www.ico.org.uk.