



Amicable Insurance Service

P O Box 731, Amersham HP6 9DT

Tel: 01494 432314

Email:

info@amicableinsurance.co.uk

TERMS OF BUSINESS

REGULATION

We are authorised by the Financial Services Authority and are regulated by their Code of Practice and rules that regulate sales, advisory and service standards to ensure that general insurance customers are treated fairly. You are able to check our details by visiting www.fsa.gov.uk. Amicable Insurance Service conforms with the FSA in respect of Professional Indemnity Insurance. This type of insurance is mandatory for firms regulated by the FSA.

OUR SERVICE

In arranging insurance for our customers, we act as an Independent Intermediary. Our service includes advising you on your insurance needs, arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make. We can also assist you with making a claim.

Please note that our Uninsured Loss Recovery Scheme is not an insurance product and is not covered by Financial Services Authority (FSA) Regulations. We will give you full details of any such arrangements before you make any commitment on any product we offer you.

INFORMATION ON COSTS

In addition to the premiums charged by insurers, we may charge a professional fee to cover the placing and ongoing handling of your insurance. The following standard charges may apply;

Arranging new policies - Motor £10 Home £10 Other £20

Mid term adjustments and renewals - £10

Replacements/duplicate certificates or cover notes - £ 15

Setting up credit arrangements for your insurance - Nil

Handling claims with insurers - Nil

Recovery of uninsured losses - Nil

The specific amount and purposes of any professional fee and administration charges will always be advised to you in advance. We earn the entirety of our commission and/or fees immediately upon receipt of payment unless agreed otherwise with your insurer.

We offer a wide range of both personal and commercial insurance products and have access to leading insurers in the market place. For some types of insurance we deal exclusively with a single insurer, which we have selected based on their reputation and value for money. We will give you full details of any such arrangements before you make any commitment on any product we offer you.

DISCLOSURE

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance. Failure to disclose information pertaining to your insurance, or any inaccuracies in information given, could result in your insurance policy being invalid or cover not operating fully.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents, are full and accurate. If a form is completed on your behalf, you should check that the answers shown to any questions are true and accurate before signing the document.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance. Please note that under the Rehabilitation of Offenders Act 1974 you are not required to disclose convictions regarded as 'Spent'. You are advised to keep copies of any correspondence you send to us or direct to your insurer. **If you are in any doubt about whether information is material, you should disclose it.**

Confidentiality and Data Protection / Access to records by a regulator or Complaints Resolution Body

All personal and sensitive information about our customers is treated as Private and Confidential.

We will only use and disclose the information we have about customers in the normal course of arranging and administering their insurances, and will not disclose any information to any other parties without their written consent. Unless we are notified of any changes, we shall assume the personal and sensitive data we hold about our customers is correct, and shall use it to provide quotations when policies fall due for renewal. In the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded.

We may pass information about you to credit reference agencies for the purposes of arranging payments by instalments, and may also pass to them details of your payment record with us.

Under the Data Protection Act 1998, individuals have a right to see personal information about them that we hold in our records. A charge may be made for this service. If you wish to exercise this right, or have any other related queries, you should write to us at the above address. Please note however, that we may have to allow access to your records by a regulator or a complaints resolution body, or their appointees or representatives, who have been appointed to undertake monitoring or investigatory activities.

Motor and home insurance anti-fraud registers

Insurers share information with each other via the Claims and Underwriting Exchange Register, and the Motor Insurance Anti-Fraud and Theft Register, to aid the prevention of fraudulent claims.

In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim, will be put on the Registers.

Motor Insurer Information Centre (MIIC)

Insurers are legally required to provide details of motor insurance policies to the MIIC. The information describing your insurance cover will be added to the Motor Insurance Database (MID), to which the police and other government agencies have access. This helps the pursuance of claims following accidents and aids detection of those who are in contravention of the law by not taking out insurance.

Use for marketing purposes

We may use information held about you, to provide you with information about other products and services which we offer, and which we feel may be appropriate to you, by email, telephone, post or other means.

You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time. Please contact us on the above telephone number or write to us at the above address.

Claims

We have no authority to handle claims on behalf of insurers. In the event of an incident occurring which may give rise to a claim under your policy, you should notify the insurer direct as soon as possible using the contact details in your policy document.

When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without delay and, in any event, within 2 working days.

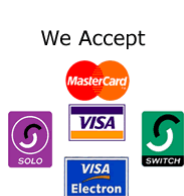
We shall use our best endeavours when acting on your behalf in relation to a claim, to handle all elements of the claim with due care, skill and diligence. We will advise you promptly of insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of a loss. If there is any conflict of interest, we shall only handle a claim on your behalf after we have disclosed to you all information you require, to enable you to decide whether to give your informed consent and you have given that consent. We will forward any payments received from insurers in respect of any claim, to you, without delay. We will notify you of any request for information we receive from your insurers.

Complaints

It is our intention to provide you with a high level of customer service at all times. If there are occasions when we do not meet these standards, please contact the member of staff you were dealing with, either verbally or in writing. They will take details of your concerns and we will then acknowledge in writing, advising you of who is dealing with the matter. A copy of our full Complaints Handling Procedures is available on request.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to 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 £2000 and 90% of the remainder of the claim, without any upper limit.



Premiums and Financial Aspects

In order to be able to offer you credit facilities, we are registered under the Consumer Credit Act and our Licence Number is 558240. We normally accept payment by Cheque, Bank transfer or the following Credit/Debit cards MasterCard, Visa, Solo and Maestro please contact us if your card is not mentioned. Please note that we are unable to accept American Express or Diners Club cards. You may be able to spread your payments through insurers' instalment schemes, a credit scheme with a third party finance provider, or a facility we have arranged ourselves. We will give you full information about your payment options when we discuss your insurance in detail.

We may keep certain documents, such as your insurance policy documents or Certificate, while we are waiting for full payment of premiums. In these circumstances, we will ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law.

Risk transfer

Premiums that we collect from you are held in an insurance broking bank account specifically used for the purpose of holding client premiums. By virtue of agreements we hold with insurers, we collect premiums as agent of the insurer. Therefore, once we have collected premiums from you, under the terms of our agreements with insurers, those premiums are treated as having been paid to the insurer. We will remit the premiums to insurers, after deduction of our commission, in accordance with the terms of our agreements with insurers.

Client money segregation (Statutory trust)

Premiums that we collect from you will be segregated into and held in a Client Money Bank Account. The client money will be held by us as trustee on your behalf. The Client Money Bank Account is set up as a trust governed by FSA rules. This means that once the client money is segregated into the Client Money Bank Account, it falls into our legal ownership but remains in the beneficial ownership of customers whose premiums are deposited in the Account. If we become insolvent, the terms of the trust dictate that customers will have a prior claim on the client money in the Account according to their respective interests in the client money. The costs relating to the distribution of client money may have to be borne by the trust. This form of trust may be used to hold both Retail and Commercial Client Money in the same account.

Cancellations/Return premiums

Cancellations/Return premiums usually arise if an insurance risk is reduced or a policy cancelled. On a return premium, we repay commission on the amount to your insurer and this will be deducted from the final amount due to you. If a policy is cancelled, we will refund any return premium due, (after deduction of the commission and £ 15 and any charge made by insurers).

Quotations

All quotations are subject to change in respect of the amount of premium indicated, and/or the terms and conditions that are applied.

Policy terms, conditions and warranties

You should read through all policy terms, conditions and warranties shown on your policy documentation. Please ensure you understand them and are able to follow their requirements exactly. If not, please advise us immediately, as a breach of any terms, conditions or warranties may enable your insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

Renewal premiums paid by instalments

In good time, before the renewal of your policy, we shall contact you with the renewal premium and terms for the coming year. If you have not contacted us before the renewal date, we shall renew the policy automatically on your behalf. If you do not wish to renew the policy, please let us know as soon as possible. We should also advise you to cancel your direct debiting instruction with your bank prior to renewal date. If it is your intention to renew the policy, no action is required by you, and the policy will renew automatically. We shall send you your new certificate of insurance to you.

Disclosure of commission

This paragraph applies to Commercial Customers only.

If you would like to know the amount of commission that we are paid in respect of your insurance contract, this information is available on request. Should we be unable to disclose in cash terms then the basis of any calculation of commission will be disclosed.

Earning interest on customer premiums

We hold premiums that you pay to us in a Client Money Bank Account. Under FSA Regulations we have to inform you that we may earn interest from the money held in our Client Money Bank Account which may exceed £20 for anyone transaction that you make with us. Our policy for the payment of interest is (outline of firm's policy on payment of interest). By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section.

Customer money passed to another person

In accordance with FSA Regulations we have to inform you that in managing and/or arranging your insurance requirements, we may transfer money that you have paid us, in payment of an insurance premium, to another insurance intermediary. **By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section.**

Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud register

Insurers pass information to the Claims and Underwriting exchange register operated by Database Services Limited and the Motor Insurance Anti-Fraud Register compiled by the Association of British Insurers. The objective is to check information provided and prevent fraudulent claims. Motor Insurance details are also added to the Motor Insurance Database operated by the Motor Insurers' Information Centre (MIIC), which has been formed to help identify uninsured drivers and may be accessed by the police to help confirm who is insured to drive. In the event of an accident, this database may be used by Insurers, MIIC and your motor insurer to identify relevant policy information. Other insurance related databases may also be added in the future.

Governing Law

This Agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the (non-)exclusive jurisdiction of the English Courts.

This Agreement shall be governed by the laws of Scotland and the parties agree herewith that any dispute arising out of it shall be subject to the (non-)exclusive jurisdiction of the Scottish Courts.

Other taxes or costs

Other taxes or costs, or both, may exist in relation to the products and services offered by us which are not paid through, nor imposed by Amicable Insurance Service.

Amicable Insurance Service

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