## TERMS OF BUSINESS

Castle Insurance Services (North East) Ltd 15 Marshall Terrace, Gilesgate, Durham DH1 2HX Tel: 0191 3830401

**Our Status** - Castle Insurance Services (North East) Ltd is authorised and regulated by the Financial Conduct Authority (FCA) and our FCA registration number is 501457. You can check this on the FCA's register by visiting the FCA's website http://www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 1116768. The FCA is the independent watchdog that regulates financial services. In arranging insurance for our clients, 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 act on your behalf in arranging your insurance. We offer a wide range of insurance products from a range of insurers and have access to leading insurers in the market place. Certain Insurances are offered on a non-advised basis. For Motor Claims Management Service we only offer products from Kingsway Claims Ltd and for Home and Commercial Legal Expenses Insurance, we only offer the products from Lexelle Ltd. For Commercial Loss Recovery Insurance we only offer products from Lorega. Use this information to decide if our services are right for you. We are also authorised by the FCA for consumer credit broking. We act for a number of lenders

**Disclosure** - Consumers: You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

Commercial customers: If the insurance is arranged wholly or mainly for purposes related to your trade, business or profession you have a duty to disclose all material facts whether or not the insurer asks for specific information. This duty applies throughout the life of your policy, and when you renew your insurance. Material facts are any facts which may influence the insurer's decision to accept the policy and/or what terms are applied. Failure to disclose a material fact may invalidate your insurance and could mean that your claim will not be paid

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 and 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.

**Right of Cancellation** - A consumer has the right to cancel a general insurance contract within 14 days. To cancel the contract within the cancellation period, please write to us enclosing any certificates or cover notes in your possession. You will be charged a proportion of the insurance premium for the cover afforded to date and may be charged a proportion of any of our fees that we have incurred. If a claim has been made under the policy, then the full annual premium will be due.

Complaints procedure - 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 your standards, please contact us by writing to Castle Insurance Services (North East) Ltd, 15 Marshall Terrace, Durham DH1 2HX or by telephoning 01913830401. If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Services South Quay Plaza, 183 Marsh Wall London E14 9SR Tel: 0800 0234567 email: Complaint.info@financial-ombudsman.org.uk

**Renewals** - As from January 2005, Insurers are obliged to inform the Motor Insurance Database of all motor policy transactions. This means that all Motor Policies must be renewed on or before the renewal date. Policies renewed after the renewal date will be set up as new business and cover will be deemed to have not been in force for the interim period. The renewal premium can therefore not be guaranteed anytime after the renewal date and we recommend you advise your renewal instructions at the earliest possible time. In good time before the renewal of your policy we shall contact you with the renewal premium and terms for the coming year. Where premiums are collected through insurer instalments, 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.

Financial Services Compensation Scheme (FSCS) - We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. For General insurance advice and arranging non compulsory insurance (e.g. home and general), The maximum level of compensation for claims against firms declared in default on or after 1 January 2010 is 90% of the claim with no upper limit. For Compulsory insurance (e.g. third party motor) claims are protected in full. Further information about compensation scheme arrangements is available from the FSCS.

**Premiums and financial aspects** - We can accept payment by guaranteed cheque, cash, and the following credit/debit cards – Visa, MasterCard, Delta or Switch. You may be able to spread your payments through insurers' instalment schemes (varying according to insurer, written details on request), a credit scheme with a third party finance provider, or by three consecutive monthly payments – payable to us commencing the inception date and due the same date for the next two months. A charge will be made per instalment depending on premium and will be advised at the time of quotation. These charges will not be included in any cancellation refunds. 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.

Castle Insurance Services are agents of insurers for the purpose of collection of premiums. We will remit such monies to insurers in line with our agreements with them. We shall only draw our commission after we have received the premium and in accordance with FCA regulations and agreements that we hold with Insurers. In arranging your insurances we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. Please note, we retain interest on money held in this trust account and by accepting these Terms of Business you give your consent for us to retain such interest.

Charges - As Independent Intermediaries, we are paid commission by your insurance company, details of which are available on request.

We normally make the following charges to cover the administration of your insurances:-

Consumers: Arranging new policies/renewals - £20.00, adjustments, duplicate documents etc £20.00

If you pay your premium by instalments, we shall inform you of any additional fees, charges or interest as part of your credit arrangements.

For commercial customers, fees and charges will be dependent on the quantity and complexity of advice and work undertaken.

The specific charge and purpose of any additional charges will always be advised to you in advance.

We will also make a charge to cover the cost of Motor Claims Management Service and Legal Expenses Insurance. (This charge is optional and will be advised in advance)

## **Return premiums** – (usually arising 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 together with our administration charge of £25.00. You must send us your certificate of insurance before we can cancel your policy together with a letter confirming your wish to cancel. Cancelling your direct debit payment does NOT cancel your policy. No refund is given in the event of a claim on a policy and the full annual premium is payable.

Confidentiality and Data Protection - 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 private individuals 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, private customers 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. We may have to allow access to your records by a regulator or complaints resolution body.

Claims - 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 three working days. 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. 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.

The Claims and Underwriting Exchange Register - 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.

**Recording of Calls** – Telephone calls may be recorded for training and quality purposes. We engage third parties to carry out quality and compliance monitoring on our behalf and customer data including recorded calls is made available to such third parties for this purpose.

**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 call us on 01913830401 or write to us at the above address

**Proceeds of Crime Act** - We are obliged to report to the National Criminal Intelligence Service, any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report.

**Our earnings** -You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business or arranging premium finance.

**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 exclusive jurisdiction of the English Courts

**Agreement** - In reading this agreement you are deemed to have accepted its content. Should you not accept any part of this agreement, please contact us within 14 days of receipt at the above address