

Commercial

TERMS OF BUSINESS

abbeyautoline

Terms of Business

These are Our terms of business which will govern Our Appointment by You, Our client ('You/Your'). These terms of business will apply to all work undertaken by Us, and regardless of whether We have been appointed by an individual (if You are an individual or sole trader), Partnership (if We are acting on behalf of a Partnership, Limited Partnership or Limited Liability Partnership under the Partnership Acts, as amended) or Limited Liability Company. These terms shall also apply, unless otherwise agreed by Us in writing, to any Subsidiaries (as defined in s1159 of the Companies Act 2006) and Associates (as defined in s1152 of the Companies Act 2006) of the entities which are Our client.

By placing business with Us, You will have been deemed to have accepted Our terms of business, and You warrant that You have the authority and capacity to enter into these terms of business.

Our terms of business will take effect immediately and will continue until the completion of Our services, or until replaced by new terms. If You have any questions about these terms of business, please raise them with Us immediately.

If any part of these Terms of Business is held to be invalid or unenforceable, the remaining terms will continue in full force and effect.

About Us

'We/Us/Our' means Abbey Insurance Brokers Limited trading as AbbeyAutoline and BMG Insurance, a company registered in Northern Ireland under company registration number NI053754. Our registered office is at 10 Governors Place, Carrickfergus, Co. 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 by visiting the FCA website or by contacting them on 0800 111 6768.

Explaining Our Service

We are an insurance intermediary who will act honestly, fairly and professionally in accordance with Your best interests. We act on Your behalf at all times as Your agent, except for the collection and refund of premiums where, in some instances, We act as agent of the Insurer. Our services include: assessing Your demands and needs; making personal recommendations 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 also offer You carefully selected products and services connected with Your insurance. Such products and services are sold separately and are non-compulsory.

After We have assessed Your demands and needs, We will make a personal recommendation about Your insurance from Our panel of Insurers using a fair and personal analysis of the market, except for the following products where We have chosen to offer cover from a carefully selected single Insurer:

Product	Insurer
Commercial Legal Protection	DAS Legal Expenses Insurance Company Limited
Commercial Vehicle Legal Expenses	Prestige Underwriting Services Limited
GAP	Virtual Insurance Products Ltd trading as Jackson Lee Underwriting
Motor Breakdown	Prestige Underwriting Services Limited
Tools Cover	One Commercial Limited or Sparta Insurance Services Group Ltd
Excess Protect	Prestige Underwriting Services Limited
Key Care	Keycare Limited
Self Build	ProAktive Limited
Haulage Legal Expenses	ARAG plc

We are not the Insurer of any risk, but present and place risks with Insurers from Our carefully selected panel of approved Insurers on Your behalf. If the cover You require can only be provided by an Insurer that is not on Our list of approved Insurers, We will advise You of this before We place cover, along with the risks of using that Insurer, to allow You to make an informed decision on whether to proceed with cover.

While We exercise caution in Our choice of Insurers (including checks on their financial strength, credit ratings, customer experience and claims service), We do not guarantee the financial position or solvency of any

Insurer, Underwriting Agency or Placing Broker utilised. In the event of an Insurer experiencing financial difficulties, You may still have a liability to pay any outstanding premium owed to the Insurer and We will not be responsible for any shortfall in amounts due to You in respect of any claims. We will use reasonable skill and care in the provision of Our services. Notwithstanding anything to the contrary contained in these Terms of Business, We shall not be construed as owing any greater duty than the use of reasonable skill and care in accordance with the normal standards of Our profession.

Remuneration

Our remuneration is mainly in the form of commission paid to Us by the Insurers. However, We may offer services which require a higher level of remuneration than the commission which some Insurers pay, or We may have to place Your Insurances with an Insurer, Underwriting Agency or Placing Broker who will only pay Us a percentage of the Insurer's commission or no commission at all. In such circumstances, We reserve the right to make charges/fees in addition to any insurance premiums, for the arranging, amending, renewing and cancellation of Your insurance(s). We will advise You of any such charges/fees before You purchase the Insurance, and the charges/fees will be clearly shown both in Our correspondence with You and on any invoices. Commission and charges/fees are earned by Us for the full policy period and We will be entitled to retain any commission or charges/fees for the full policy period for any policies which are cancelled mid-term. If You choose to pay

Your premium by using a premium finance arrangement, We will be paid commission by the finance provider (based on a percentage of the loan taken) for arranging and administering the finance agreement. You have the right to request information from Us about any commission We may have received as a result of placing Your insurance business.

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. If paying by instalments, We act as a credit broker in introducing You to a credit provider. Our services as a credit broker do not extend beyond a simply introduction and in such circumstances, You should refer directly to Your credit agreement for conditions and charges applied by the credit provider.

For each transaction We will issue You with a receipt showing any monies paid.

Your Responsibilities

You agree to pay premiums, and any other charges, on or before the due date (as set out in Our debit note, renewal invitation, new business quotation, or invoice, as applicable). We will advise You of any premium payment warranty or condition where You will be obligated to pay the premium within a timeframe specified by Insurers for cover to continue. You acknowledge and understand that failure to pay Your premium may give the Insurer the right to cancel Your policy and/or withhold the handling of any claim on Your policy.

You agree to make available to Us any Director, Partner, senior manager or other appropriate person to provide accurate, complete and timely information to enable Us to fulfill Our obligation to Your Insurers to make a fair presentation of the risk and Our obligations under these terms of business.

We will assume that We are entitled to take instructions from any partner, officer (such as director or secretary), committee member, trustee (as appropriate), or senior employee unless You inform us, in writing, that we may not do so.

We will not be liable for any cover instructions or requests, howsoever received by Us (including but not limited to e-mail, telephone conversations, Text/ SMS messages or other forms or electronic communication), until such instructions are confirmed by Us in writing.

You agree to check and to advise Us immediately if any documentation supplied by Us does not appear to be consistent with Your instructions or requirements or contains information which is inaccurate or misleading.

You agree to hold harmless, indemnify and keep Us indemnified against all losses, claims, costs (including all legal costs) or demands whatsoever arising against Us as a result of Your breach of these terms of business.

You agree to promptly notify Us or Insurers of all claims, or circumstances which may give rise to a claim, in accordance with the policy conditions and procedures.

Disclosure

Your responsibilities to disclose information to Us differs 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, when taking out, renewing or amending Your insurance, 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 You, including any Directors, Partners or 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, and 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. For certain types of insurance You may be required to complete and sign a proposal form or questionnaire. You must take care to ensure that the information You provide is complete and accurate. If You are aware of anything that You feel may be material to the proposed policy of insurance You should disclose it, even if there does not appear to be a question on the proposal form or questionnaire that covers the particular point. If You are unsure if something is material, please ask Us.

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 make sure that the information shown is correct and that You are aware of the cover, limits and other terms that apply. You must pay particular attention to any warranties and conditions, as failure to comply with them could invalidate Your policy or affect the handling or payment of any claim on 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.

Claims

In the event of a claim, incident and/or circumstances occurring which could give rise to a claim under Your policy, You should notify Us as soon as possible in accordance with Your policy conditions. Failure to do so could prejudice Your Insurer's position and lead to a claim being repudiated or not paid in full.

Where We have agreed to assist You in submitting Your claim, We will respond promptly, explain how We will handle the matter and tell You what You need to do. We will give You reasonable guidance to help You make a claim under Your policy.

Cancellation Rights

Consumers have the right to cancel without penalty and without giving a reason within the first 14 days. A consumer is any natural person who is acting for purposes which are solely outside their trade or profession. This period runs from the inception date of the policy or the date on which You receive Your policy booklet and schedule, whichever is the later. This cancellation period only exists for policies where the duration of cover provided is greater than 30 days. If You wish to exercise Your right to cancel within this period, You may only be charged for any services received up to the date of cancellation by Us and Your Insurer. If You wish to cancel, please notify Us immediately via Your preferred communications channel, this may be via telephone, email or in writing. You may also cancel Your policy at any time during the contract term by writing to Us enclosing Your current insurance certificate. However, if You do not exercise Your right to cancel within the 14-day period, You may incur a higher charge for cancellations after this time by both Us and Your Insurer.

If You exercise this right to cancel, any policies connected to the cancelled policy will also be cancelled. After this 14-day period, premiums for these products are non-refundable.

If We cancel a policy due to non-payment all premiums paid up until cancellation will be forfeited. We reserve the right to recover any discounts allowed by Us during the term of Your policy after cancellation.

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. Where a policy is cancelled, other than during an applicable cooling off period, We reserve the right to retain any fees and commission/brokerage for the full policy period.

Data Protection & Confidentiality

We act as a data controller for Your personal data in accordance with relevant data protection legislation. Calls to and from Us may be recorded for accuracy of information, training and quality monitoring purposes. Recordings may also be supplied to 3rd parties, if required as part of the administration of Your policy or to investigate a claim, complaint or suspected fraud.

Our full data protection policy is available on Our website at www.abbeyautoline.co.uk/privacy-policy/ or if requested in writing. If You have any queries, You can write to Our Data Protection Officer, 10 Governors Place, Carrickfergus, Co. Antrim, BT38 7BN. You can find more details about data protection and Your rights from the Information Commissioner's Office at www.ico.org.uk.

Safeguarding Your Money

We hold client money collected for onward transmission to Insurers, together with return premiums and credits due to clients from Insurers, 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 from time to time 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 client bank account. We reserve the right to retain any interest earned on monies held in Our client bank account. Interest will not be paid to customers in respect of money held in the client bank account. In dealing with Us You are giving Your consent to Us handling Your money in this way.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS), and You may be entitled to compensation from this

scheme should We be unable to meet Our liabilities.

Complaints

If You are unhappy with any aspect of Our service to You, We would ask that You to speak to a member of Our staff or write to Us at 10 Governors Place, Carrickfergus, BT38 7BN, Tel: 028 9332 5921. We will aim to put things right as quickly and informally as possible. If We are unable to do so, We will acknowledge receipt of Your complaint promptly in writing and give You Our response at that time, if We can. If it is going to take longer to resolve the matter, We will advise You who is dealing with Your complaint and keep You appropriately informed about its progress until We are

able to give You Our final response. 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 at Exchange Tower, Harbour Exchange, London, E14 9SR. Tel: 0300 1239 123. www.financial-ombudsman.org.uk. This is without prejudice to Your right to bring legal proceedings, unless and until You accept a decision of the Financial Ombudsman Service.

Limitations of Liability

We have in place professional indemnity insurance, as required by the Financial Conduct Authority (FCA).

We shall only be liable to You for any reasonably foreseeable losses, damages, costs or expenses arising directly from breach of contract, breach of duty or fault, negligence or otherwise, in connection with this Appointment.

We shall not be liable to You in any circumstances for any loss or corruption of data from Our systems, loss of profits, loss of goodwill, loss of business opportunity or other anticipated savings or benefits, or special, indirect or consequential loss.

Our liability whether in contract or in tort, in negligence, for breach of statutory duty or otherwise in respect of all claims against Us shall not exceed the lesser of £5,000,000 or the amount, if any, recoverable by Us by way of indemnity against the claim or claims in question under professional indemnity

insurance taken out by Us and in force at the time that the claims or (if earlier) circumstances are reported to the Insurers in question.

Without prejudice to any other limitation of Our liability elsewhere in this section or in these Terms, in respect of any loss suffered by You, for which We and any other party are (on any basis) liable, Our liability shall be limited so as to be proportionate to the relative contribution of Us to the overall fault giving rise to the loss in question.

The preceding four paragraphs shall not apply to any liability arising as a result of fraud or wilful default on Our part nor to any liability which cannot lawfully be excluded or limited, nor to the extent that the exclusion or restrictions of such liability would not be permitted by virtue of the FCA's regulatory requirements.

Limitations of Liability (Cont.)

If the performance of any part of the Appointment by any party is prevented, restricted or delayed by reason of any cause beyond the reasonable control of that party (including (without limitation) fire, flood and other Act of God, industrial action including strike and lock out, riots, war, armed conflict, trade sanctions, contamination, disease, epidemic, pandemic, interruption or failure of a utility service, failure of computer or other machinery, and change in law or regulatory requirements) the party so affected shall, upon giving written notice to the other party or parties, be excused from such performance to the extent of such prevention, restriction or delay, provided that the affected party shall use commercially reasonable endeavours to avoid or remove such causes of non-performance or to find an alternative manner or means of performance and shall continue performance as soon as reasonably practicable after such causes are removed. Upon such circumstances arising, the parties shall discuss what, if any, modifications of the terms of this Appointment may be required in order to arrive at an equitable solution.

No action or proceedings for any breach of this Appointment whether in contract or in tort or in delict or in negligence or for breach of statutory duty or otherwise shall be commenced against Us after the expiry of 6 years from the date that We finish Our services for You under the Appointment.

No Assignment or Waiver

A failure at any time by Us to enforce any right or obligation will not be deemed to be a continuing waiver of such right or obligation.

You shall look only to Abbey Insurance Brokers Limited (and not to any of Abbey Insurance Brokers Limited's personnel) for redress if You consider that there has been any breach of the Appointment. You agree not to pursue any claims in contract, tort, delict or statute (including negligence) against any of Abbey Insurance Brokers Limited's personnel as a result of carrying out its obligations under or in connection with this Appointment at any time and whether named expressly in this Appointment or not.

We shall have no liability to You for services given by any third party whom We instruct on Your behalf.

By placing business with Us, You agree to the limitations of liability contained in Our Terms of Business.

When We are appointed to service insurance policies midway through the period of insurance and which policies were originally arranged via another party, We shall not be liable during the remainder of the unexpired policy term for any loss arising from any errors or omissions in the placement or terms of Your insurance cover. The preceding paragraph will not apply if We have confirmed to You that We have been given sufficient information and time in order to review the existing insurance policy(ies) and discuss any necessary action with You.

You may not assign Your rights or obligations without Our prior written consent.

Partnership

Nothing in these terms of business, and no action taken by either You or Us pursuant to these terms of business, will create (or

be construed as creating) a partnership, association, joint venture or other co-operative entity between Us.

Third Party Rights

A person who is not a party to these terms of business has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce

or to enjoy the benefit of any term of these terms of business.

Governing Law & Language

This Appointment shall be governed by and construed in accordance with the laws of Northern Ireland and the Courts of Northern Ireland shall have sole jurisdiction in any matters arising from these terms of business.

All communication from Us, all contractual terms and conditions, and all documentation provided in connection with Your policy will be provided in English unless otherwise agreed by both parties.

Conflicts of Interest

These terms of business will not prevent Us from acting for other clients, who may be competitors of Yours. If We identify a conflict of interest in Our provision of Our services

to You, We will immediately notify You and, where We are able to do so, We will agree with You how to best continue to provide those services.

Help and Support

As Your Broker, We will always aim to provide You with the highest standard of service throughout Your time with Us, but We understand that sometimes Our customers can face additional challenges or feel vulnerable due to circumstances such as bereavement, health issues, changing

personal circumstances or other life events, that means a little extra help from Us might be required. If You ever feel that extra support or additional guidance may be required, please let Us know so We can discuss with You any further assistance We can provide.

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