



### Consumer Terms of Business

**Our service:** Dawson Whyte Limited, 43 Malone Road, Belfast, BT9 6RX (telephone 028 9066 4414) is authorised and regulated by the Financial Services Authority (FSA). Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. 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. Our FSA Firm Reference Number is 308693.

We will advise and make a recommendation for you after we have assessed your insurance needs. For the majority of insurances we offer products from a range of insurers. For Travel insurance we offer products from a limited number of insurers and you can ask us for a list of insurers that we deal with if required. For Legal expenses and credit insurance we place all covers with a single insurer. We will advise you should we arrange cover via another intermediary. We will not in any circumstances guarantee the solvency of any insurer

**Disclosure:** It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of the policy and when you renew your insurance. Any failure to disclose facts material to the insurance or any inaccuracies in your answers may invalidate your insurance and all, or part, of a claim may not be paid. It is important that you understand that any information, statements or answers given by you on proposal forms, claim forms, or other documents are full and accurate. If a form is completed on your behalf, it is your responsibility to check the accuracy of information given before you sign. You are advised to keep copies of correspondence which you send to us or to your insurer. If you are in any doubt whether to disclose something, disclose it anyway.

**Cancellation Rights:** You may have a statutory right to cancel your policy within a short period. Please refer to your policy document or renewal notice for further details of cancellation conditions. Commission and fees are earned for the policy period and we will be entitled to retain all commission and fees for the full policy period in respect of any policies which are cancelled.

**Premium Payment:** We will give you full information about your payment options when we discuss your insurance with you. Please note that credit card payments will be subject to a surcharge of 3%. We may keep certain documents such as your insurance certificate while we await payment of premium or charges. In these circumstances, we will ensure that you receive full details of your insurance cover and will provide you with any documents you are required to have by law. Where your premium is paid by Direct Debit, for your protection we will allow cover to continue beyond renewal date and the Direct Debit mandate to continue while we await your instructions on a renewal invitation. 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 in trust for you. We reserve the right to retain interest earned on this account. We may need to transfer your money to another UK intermediary in some cases in order to complete the arrangement of cover for you. However your money will be protected at all times because of our obligations under the FSA rules. In order to complete an insurance transaction for you, your money may be passed to a third party outside the UK. Differences in the legal and regulatory regime outside the UK mean that your money may not be treated in the same way as it is in the UK in the event of a third party failing. You may ask us not to transfer your money outside the UK. We will take your reading of these Terms of Business and your instructions to arrange cover to indicate that you understand and have given your consent for us to operate in this way.

**Charges:** Generally, we are remunerated by commission paid by insurers, however our service will be subject to a fee of £15 for amending or cancelling the policy or for duplicate certificates. Return premiums - on a return premium we repay commission to your insurer and this amount will be deducted from the sum refunded to you. You may ask us to explain our total earnings on any transaction completed for you.

**Claims:** If you have occasion to claim on your policy you must notify us immediately and we will promptly advise you of your Insurer's requirements and, if appropriate, issue you with a claim form and pass all details to your Insurer. You should not admit liability nor agree to any course of action other than emergency measures carried out to minimise the loss, until you have agreement from your Insurer.

**Complaints and Compensation:** It is always our intention to provide a first class service. However should you have cause for complaint you should in the first instance contact Mr Brian Dawson at the above address. Your complaint will be acknowledged within five business days. We will keep you informed throughout the complaints handling process. If we are unable to resolve your complaint within eight weeks we will advise you of when you may expect a final response and the reasons for any delay. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information is available at: <http://www.financial-ombudsman.org.uk/> or by calling the FOS on **0845 080 1800**.

We are also covered by the Financial Services Compensation Scheme (FSCS). 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 90% of the claim, without any upper limit apart from compulsory classes of insurance (such as Third Party Motor or Employers Liability), which are 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/> or by calling them on 020 7892 7300.

**Confidentiality:** All personal information about you will be treated as private and confidential although information may be shared with other associated companies. From time to time, we may provide you with information about products or services which we believe will be of interest. Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records. Should you have any queries please write to us at the above address. *Note: Your acceptance of these terms of business does not affect your normal legal rights.*