

Terms of Business

Applying to General Insurance customers from 1st January 2008.

By accepting these Terms of Business, you are giving your consent to the actions described in the following sections. Please read this document carefully.

NG Insurance Services Limited, is authorised and regulated by the Financial Services Authority FSA Number : 301920.

You can check this on the FSA register by visiting the FSA's website www.fsa.gov.uk/register or by telephoning the FSA on 0845 606 1234

Our Service

We offer a wide range of insurance products and have access to leading insurers in the marketplace. For some types of insurance, we deal predominately with a single or limited number of insurers, which we have selected as offering value for money and quality service. We will give you details of these arrangements before you make any commitment, on any product we offer you and a list of the insurers used in these cases, will be available on request. We will make a recommendation for you after we have assessed your needs, and advise you if we are unable to meet your needs, in whole or in part, or are unable to place your insurance.

Solvency of Insurers

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

Confidentiality and Data Protection

All information about you will be treated as private and confidential and kept secure. We will only use and disclose the information we have about you in the normal course of arranging and administering your insurance. We may pass information about you, which may include details of your payment record to credit reference agencies for the purposes of arranging payments by instalments. As a member of The Broker Network Ltd., the products and services we can offer, may be enhanced. We may pass information about you to The Broker Network Ltd as part of our required management procedures. We may also use the information we hold about you to provide you with information on other products and services we can offer which we feel may be appropriate to you. If you cancel or lapse your policy we may contact you the following year to provide a quotation. If you do not wish to receive marketing information from us, or for us to disclose information about you to other parties for marketing purposes please write to us at the above address. Under the Data Protection Act 1998 you have rights of access to any personal information we hold about you in our records.

If you have any queries or requests in this regard, please contact us.

At your request, we may provide information to your personal representative. We will however, only do this; on completion of our Data Protection Authorisation Form, details of which can be obtained from us.

Money Laundering/Proceeds of Crime Act

UK regulations require us to obtain evidence of the identity of clients for whom we act at the start of a business relationship, (for example, sight of a current signed passport and two utility bills or bank statements; for incorporated companies, sight of the certificate of incorporation, a list of directors, a list of shareholders and the registered address). 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.

Your Duty to Disclose Information

It is your responsibility to provide complete and accurate information to insurers when you take out an insurance policy, throughout the life of the policy, and when you renew your insurance. You must disclose all material facts, which might influence an insurer's "D5s" acceptance of the risk. If you are unsure if something is material to the risk and/or the insurer's "D5s" acceptance, you should ask and we will advise you accordingly. It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate.

Please note that if you fail to disclose any material information to us and your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may be unpaid. You should take particular care to check the accuracy of all information you provide.

Notification of Incidents/Claims

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter of claim received by you must be passed to us immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests.

Your policy summary and policy document will provide you with details on who to contact to make a claim. In all cases you can contact ourselves.

Claims payment will be made in favour of the Policyholder. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request.

Please contact us for guidance on claiming under your policy.

Cancellation

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This generally refers to policies for the benefit of an individual, acting outside their business or trade or where personal cover is granted, as part of an overall package. Normally this excludes commercial insurance policies. Full details are given in your Terms and Conditions letter.

Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see the Charges section. To enable your insurer to process the cancellation, you will need to return certificates and any official documents to our office within 30 days of your notice to cancel.

Charges

In addition to the amount charged by insurers, we also make charges to cover the administration of your insurance.

The amounts below are the maximum that can be charged in any given case and are at the discretion of account executives, common sense will always apply.

Retail Customers

Non refundable arrangement fee	Disclosed at quotation
Renewals and ongoing service provision	Disclosed at renewal
Mid Term Adjustments	£25
Lost papers/documents	£25

Commercial Customers

Non refundable arrangement fee	Disclosed at quotation
Renewals and ongoing service provision	Disclosed at renewal
Mid Term Major revisions and additions	Disclosed at quotation
Mid Term Adjustments existing business	Up to £100
Lost papers/documents	Up to £100

Where we arrange a non-commission paying product, we may charge an arrangement fee. If this is the case we will advise you of the actual amount at the time of quotation or renewal. We may, from time to time, receive additional remuneration from certain insurers or finance providers for business we place with them. Please ask us should you require any further information in this regard. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit.

Refunds

Where a policy is cancelled before renewal, insurers may refund a proportion of the premium, subject to no claim having been made. Where a claim has been made, it is unlikely that a return premium will be given. If the premium is on an instalment facility, any balance outstanding will remain due. Insurers reclaim commission paid to us when you cancel a policy before renewal or action any change that results in a return of premium. Such alterations or cancellations often involve more work, not less. Consequently, we will make a deduction to the value of the commission reclaimed, from any return premium before it is paid to you.

For certain commercial contracts, such as High Risk liability, insurers will only provide cover where the premium is due in full at the start of the policy. This means that no refund is ever due for any reason whatsoever. If an instalment facility is granted, then subsequently cancelled, the full premium remains due. If this is the case we will advise you at the inception of the policy. These circumstances are known as - Minimum & Deposit Premiums.

In view of the cost involved in making changes to your policy, we will not issue refunds of less than £25, after deduction of debit commission and the relevant adjustment fees.

Terms of Payment

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due in full before the renewal date

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid.

When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you.

To ensure you are not left without cover, the absence of a response to this notice will be deemed as your consent to cover being renewed automatically. Unless we advise otherwise, any payment we receive from you will be held on behalf of the insurer with whom we arrange your policy, as their agent. This means that any payment you make to us will be regarded as having been paid to the insurer.

On occasions when we do not act as the insurer's agent for the receipt of premium payments, your payments will be segregated into a statutory trust client bank account and held by us as trustees on your behalf. The rules governing such trusts prevent us from making payments on your behalf unless we hold cleared funds from you. Please make all cheques payable to the company detailed on the invoice or payment slip. We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you. Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of the company.

Financial Services Compensation Scheme (FSCS)

We are 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 100% of the first £2000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme (<http://www.fscs.org.uk>).

Complaints

It is our intention to provide you with the highest possible level of customer service at all times. Should we not meet your expectations, we have a complaints procedure, which is explained below.

Should you wish to complain you may do so:

- In writing to the Managing Director, Mr Nick Grimmitt
- By telephone on 029 2070 3322
- By Fax on 0870 442 1723
- By e-mail at nick@nginsurance.co.uk
- In person by visiting our office (see cover for address)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Further details will be supplied at the time of responding to your complaint.