

JAMES F. CARBERY & CO - TERMS OF BUSINESS

About us James F Carberry and Co, 403, Lisburn Road, Belfast BT9 7EW (Tel 028 9038 1400) is authorised and regulated by the Financial Conduct Authority (FCA). We are permitted to arrange, advise on, deal as an agent of insurers and assist in claims handling with respect to non-investment insurance policies and to act as a Credit Broker. You can check these details on the Financial Services Register by visiting the FCA's website www.fca.org.uk or by contacting the FCA on 0800 111 6768. Our Financial Services Register number is 310882

Our Service - Unless otherwise confirmed, we will provide advice, and make recommendations, once we have assessed your needs. Additionally, we will assist you with arranging insurance cover with Insurers to meet your requirements or where requirements cannot be fully met, provide you with enough information to enable you to make an informed decision; helping you with any changes or claims that you may need to make to your insurance during the policy period; telling you when you need to renew your policy in time to allow you to consider your options and arrange any continuing cover.

We will assist you in arranging premium finance if needed. If your premium is paid by instalments to the insurer we will instruct insurers to maintain cover beyond renewal date, and to continue to withdraw premium from your bank account, unless you instruct us to the contrary. We act on your behalf in selecting an appropriate policy and associated premium finance to meet your needs and in assisting you with claims matters. We act as an intermediary in arranging insurance and finance products for you.

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. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer. Should your insurer become insolvent cover may have to be arranged with another insurer at your cost.

Products offered We provide advice based on products from a range of Insurers except in respect of Motorists Legal Expenses where we have selected a single insurer, MIS. Credit facilities will be offered from your insurer or with a specialist premium finance provider.

Providing information to your insurer Your insurance is based upon the information provided to the insurance company. Unless otherwise indicated by the specific insurer underwriting your particular policy, the following circumstances apply. For Consumers (individuals buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) this means that you must take reasonable care to answer all questions fully and accurately.

Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other customers must present the risk (i.e. the subject matter of the proposed insurance)

fairly. This means that you must disclose to insurers, before arranging or renewing your insurance policy, and throughout the policy period, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk.

If you are uncertain whether anything is material, you should disclose it. In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers (anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or not that individual is a member of your board or is formally in a management role).

You must also consult with anyone who has particular knowledge about the risk to be insured. Failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid or an additional premium may be incurred.

Credit references When providing a quotation or cover for you, a credit check may be completed on you. The fact that such a credit check has been completed will appear on your credit report whether or not your application proceeds.

Fees and charges - We will apply administration charges, payable by you, to new business, renewal and mid-term transactions. These charges will be up to £60 for Personal Lines, New Business and Renewal transactions. We will also charge up to £60 for mid-term changes and cancellations. You may ask us to explain our earnings to you at any time. Any fees charged are non-refundable. On return premiums we have to repay commission to insurers, we will therefore charge 15% of the annual premium from any return premium due to you.

Fees for Commercial Business may differ and will be notified as they arise.

We are remunerated by commission from insurers and premium finance providers for arranging your insurance and associated finance. Commission will be a percentage of your premium or finance charge paid to us by your provider.

Complaints It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should contact Edmond Carberry at the above address. If we are unable to resolve your complaint satisfactorily, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Further information is available by calling the FOS on 0800 023 4567 or at <http://www.financial-ombudsman.org.uk>

Awareness of policy terms - It is your responsibility to read your policy document to satisfy yourself that the cover meets your requirements. Should you have any queries, or concerns, please contact us immediately.

How to cancel - You may have a statutory right to cancel your policy within a short period. Please refer to your policy summary or your

policy document or renewal notice for further details. If you wish to cancel outside this period cancellation rights will be as detailed in your policy document. You should note that some insurers do not provide any refund of premium, or may not provide a pro rata premium refund, on cancellation

How to claim - Please call us immediately if you suffer a loss and we will advise you on the appropriate course of action.

Protecting your Personal Data (data) We are the Data Controller for the data you provide to us. We need to use your data in order to arrange your insurance and associated products and for marketing purposes (please let us know if you would prefer not to receive marketing information from us). You are obliged to provide information without which we will be unable to provide a service you. In order to provide services to you we may pass your data to other organisations, such as insurers, auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies and databases and regulators.

We process all data in the UK but where we need to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure the privacy of your data. In order to protect our legal position, we will retain your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of your data.

You can request copies of the data we hold, have it corrected, sent to a third party or deleted (subject to our need to hold data for legal reasons). If you wish to complain about how we have handled your data, you can contact us and we will investigate the matter. If you are not satisfied with our response or believe we are processing your data incorrectly you can complain to the Information Commissioner's Office Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113

Protecting your money - Prior to your premium being forwarded to the insurer, and for your protection, we hold your money as an agent of the insurer (meaning that your insurance is treated as being paid for).

Premium payment - We will agree the method of payment with you before we arrange cover. Please note that, should you choose to pay using a third party premium finance provider, any default on your part may incur additional charges. Should the finance provider cancel the arrangement, following default, they may then invoice us for the outstanding premium. In these circumstances, we may cancel your policy, retain the return premium from the insurer and pursue you directly for any outstanding balance.

Compensation arrangements - 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. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or at <http://www.fscs.org.uk>