

TERMS OF BUSINESS

Adrian Flux Insurance Services, East Winch Hall, East Winch, King's Lynn, Norfolk, PE32 1HN

The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services. Please use this document to decide if our services are right for you.

Our Service

We act as an Independent Broker on your behalf and our service includes arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make.

Who regulates us?

Adrian Flux Insurance Services is authorised and regulated by the Financial Services Authority. Our FSA Register number is 307071. Adrian Flux is also registered by the Jersey Financial Services Commission.

Our permitted business is:

Arranging (bringing about) deals in non-investment insurance contracts

This covers a range of activities including introducing a customer to an insurer, helping a customer to complete a proposal form and sending this to an insurer.

Making arrangements with a view to transactions in non-investment insurance contracts

This includes helping a potential policyholder to complete a proposal form or introducing a customer to another intermediary, either for advice or to help arrange an insurance policy.

Dealing as agent in non-investment insurance contracts

This includes entering into a contract of insurance with a customer on behalf of an insurer (for example, issuing a cover note).

Assisting in the administration and performance of a non-investment insurance contract

This includes notifying an insurance claim to the insurer and negotiating settlement on behalf of the customer. You can check this on the FSA's register by visiting their website <http://www.fsa.gov.uk/register> or by contacting them on 0845 606 1234.

Products which we offer

We sell a wide range of both personal and commercial insurance products and provide information on the basis of a fair analysis of the market from a wide range of insurers. Please note that any additional policies we sell in conjunction with your main policy are linked and will be cancelled in line with the main one. We only offer products from a limited number of insurers for caravan insurance. We will provide a list of these insurers on request.

For Legal Expenses Insurance we deal exclusively with Ageas Insurance Limited on Private Motor and Brit Insurance on Private Motorcycle.

For Replacement Car Cover we deal exclusively with Ageas Insurance Limited.

For Roadside Assistance Cover, we deal exclusively with Equity Red Star.

For Personal Accident, Helmet & Leathers Insurance & Mobility Scooter Insurance we deal exclusively with Trinity Lane.

For Key Care Insurance, we deal exclusively with Groupama Insurance Company Ltd.

For Misfuel Insurance, we deal exclusively with Sterling Insurance.

For Third Party Fire and Theft Windscreen Cover we deal exclusively with Markerstudy Limited.

For Driverguard Insurance we deal exclusively with Isle of Mann Assurance.

For Excess Protection and Gadget Cover Insurance we deal exclusively with Ageas Insurance Limited.

For Travel Insurance we deal exclusively with Sun World Travel.

For Family Personal Accident Insurance we deal exclusively with Novae.

All Magicquote policies are issued by International Insurance Company of Hannover Limited.

Trinity Lane Insurance Company Ltd is owned by one of the Partners of Adrian Flux Insurance Services.

Our Charges: In addition to premiums charged by Insurers, we normally make the following charges to cover the administration of your insurances:

£25	Making mid term amendments, arranging collection of bad debts with our debt collection agency, processing cheques which are returned by our bank as un-cleared, cancellation of policies and setting up of Finance Agreements.
£35	If we identify discrepancies and/or non-disclosures which do not correspond to the information you have provided when you purchased your policy we will apply the correct additional premium plus the £35.00 administration fee.
£30	For setting up new policies, renewing a policy
£15	For arranging an agreed value and sending call recordings.

If the policy is underwritten by **Trinity Lane Insurance Co. Ltd.** then a percentage fee based on the insurers premium will be applied to the policy in addition to those listed above.

Please note that your insurer may make a charge of £20.00 for any amendment made to your policy in addition to any increase in premium and our mid term adjustment fee. Return premiums (usually arising if an insurance risk is reduced or the policy is cancelled), will be refunded to you net of commission (or percentage based fee if insured through Trinity Lane Insurance Co. Ltd). which could be up to 20%. Where applicable, all refunds will be processed to the same credit / debit card that was used to make a payment on the policy.

If you take a new policy out with ourselves and make a payment towards this new policy but have a previous policy with ourselves that has an outstanding balance we reserve the right to transfer any money paid on the new policy to cover the debt outstanding on your previous policy.

How monies paid to us are handled

We are the Agent of Insurers for the purpose of collection of premiums and refunds of premiums. This means that premiums are treated as being received by the Insurer when received in our bank account, and that any premium refund is treated as received by you when it is actually paid over to you. We normally accept payment by guaranteed cheque or any of the major debit/credit cards. We will retain your debit/credit card details for the purposes of automatic renewals and to pay or refund other premiums that may become due upon changes to the policy.

Cancellations

If you wish to cancel your policy, you must first call our service department. **DO NOT CANCEL YOUR DIRECT DEBIT PAYMENTS.** You may be due a refund for part of your premium as long as no claims have occurred during your time on cover. You must return your certificate of insurance or a lost certificate declaration together with a letter confirming your cancellation request before we can cancel your policy.

Please note the premiums paid for supplementary covers are not refundable following cancellation.

Premiums and Financial Aspects

In order to be able to offer you credit facilities, we are registered under the Consumer Credit Act and our Licence Number is 535428. You may be able to spread your payments through insurers' instalment schemes or a credit scheme that we have arranged with a third party finance provider. We will give you full information about your payment options when we discuss your insurance in detail.

Please note that this is a Finance Agreement between yourself as the policyholder and Premium Credit, and is separate to the Insurance Policy. As this is in effect a loan for the initial premium, this agreement **MUST NOT** be cancelled until this has been fully repaid to the Finance Company, even if your Insurance Policy has been cancelled. If any direct debit or other payment due in respect of the credit agreement you enter into with Premium Credit Limited (PCL) to pay

insurance premiums is not met when presented for payment, or if you end the credit agreement with PCL, or if you do not enter into a credit agreement with PCL we will be informed of such events by PCL.

If you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance (or, if this occurs shortly after the start or renewal of the insurance, to notify the insurer that the policy has not been taken up) and to collect any refund of premiums which may be made by the insurer and if any money is owed to PCL under your credit agreement pay it to PCL or if PCL have debited us with the amount outstanding use it to offset our costs. The balance will be debited from the debit/credit card last used by yourself.

You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

For the purposes of introducing customers to premium finance facilities we deal exclusively with Premium Credit Limited.

Disclosure

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy and when you renew your insurance. It is important you ensure that all information, statements or answers made by you to us or on proposal forms, claim forms and other documents are full and accurate and must be correct. If a form is completed on your behalf, you should check that the answers shown to any questions are true and accurate before signing the document.

Your attention is particularly drawn to the importance of the declaration and signature on Insurer's Proposal Forms as any failure to disclose facts material to the insurance or any inaccuracies in your answers may invalidate your insurance cover in part or in whole. Facts material to the insurance are matters of information which may influence your Insurer as to the acceptability or otherwise of your Proposal or Renewal and must be disclosed at the earliest opportunity, and certainly at renewal. You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain an Insurance Certificate. You are advised to keep copies of any correspondence you send to us or direct to your insurer. Please do consult us if you are in doubt on any aspect.

If you are in any doubt as to whether any information is material, you should disclose it.

Awareness of Policy Terms

When a policy is issued, you are strongly advised to read it carefully as it is that document, the schedule, any certificate of insurance and the policy wording, which is the basis of the insurance contract you have purchased. If you are in any doubt over any of the policy terms or conditions, please seek our advice promptly.

Claims

If you are involved in an accident or have occasion to claim on your policy for any other reason, you must notify us immediately and we will promptly advise you and, if appropriate, issue you with a claim form and pass details to your Insurer. You should not admit liability or agree to any course of action, other than emergency measures to minimise your loss, until you have agreement from your insurer. You must continue to make your monthly payments for your insurance, if applicable. We reserve the right to withhold payment in respect of claims, if payment of any premiums to ourselves is in default.

Automatic Renewals

For your protection, we reserve the right to automatically renew your policy and take payment by the same payment method as this year. If we exercise this right we will write to you prior to renewal date, advising you how much the premium will be and giving you time to contact us and advise us if you wish to opt out of the automatic renewal process. We also reserve the right to automatically renew any additional policies that you take out with this policy, such as breakdown assistance cover.

Complaints

It is our intention to provide you with a high level of customer service at all times. However, if, at any time you are dissatisfied with the service we provide, we have a formal complaints procedure, a copy of which is available upon request. Alternatively, in the first instance please call one of our Clerks or write to us. We expect that they will be able to resolve the issue for you, but if you remain dissatisfied we will advise you of how to take the matter further. If we cannot settle your complaint, you may be able to refer it to the Financial Ombudsman Service. We will advise you if you are able to refer any complaint to the Financial Ombudsman.

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. 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. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Holders of policies issued by IOMA will not be protected by the United Kingdom Financial Services Compensation Scheme if IOMA should become unable to meet its liabilities. Further information about compensation scheme arrangements is available from the FSCS.

Confidentiality

All personal information about our customers is treated as Private and Confidential.

We will only disclose the information we have about private individuals in the normal course of arranging and administering their insurance and will not disclose any information to any other parties without their written consent unless required by law or public interest. We may use the information we hold about our customers to provide them with information about other products and services which we feel may be appropriate to them. Under the Data Protection Act 1988, private customers have a right to see the personal information about them that we hold in our records. If you wish to exercise this right, or have any other related queries, you should write to Mr P Twite at the address enclosed.

Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud Register

Insurers pass information to the Claims and Underwriting Exchange Register operated by Database Services Ltd and the Motor Insurance Anti-Fraud Register compiled by the Association of British Insurers. The aim is to check information provided and to prevent fraudulent claims.

Motor insurance details are also added to the Motor insurance database operated by the Motor Insurers', Information Centre (MIIC), which has been formed to help identify uninsured drivers and may be searched by the Police to help confirm who is insured to drive. In the event of an accident, this database may be used by Insurers, MIIC and the Motor Insurance Bureau to identify relevant policy information. Other insurance related databases may also be added in the future.

Identity and Credit Searches

We, and the Companies we place business with, may make searches about you at credit reference agencies who will supply us with information, including the Electoral Register and credit information. The agencies will record details of the search whether or not your application proceeds. The searches will not be seen or used by lenders to assess your ability to obtain credit. We may use scoring methods to assess this application and to verify your identity. Credit searches and other information which is provided to us and/ or the credit reference agencies, about you and those with whom you are linked financially, may be used by Adrian Flux Insurance and other companies if you, or other members of your household, apply for other facilities including insurance applications and claims. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account. Alternatively, we may ask you to provide physical forms of identification.

Note - Your acceptance of these Terms of Business does not affect your normal legal rights.

English Law

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, this contract is governed by English law.