Terms of insurance business

Dickson and Co is a trading name of **Dickson and Co (NI) Ltd** 54 Dromore Road, Omagh, County Tyrone BT78 1RB (Tel 02882 251241) which is authorised and regulated by the Financial Conduct Authority (FCA). Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts and Credit Broking. You can check these details on the Financial Services Register by visiting the FCA's website http://www.fca.org.uk or by contacting the FCA on 0800 111 6768 Our FCA register number is 500846.

Basis of advice. We will advise you and make recommendations once we have assessed your insurance and premium finance needs. For the majority of insurances, we provide advice based on products from a range of insurers. For Uninsured Loss Recovery, we place all covers with a single insurer. We cannot guarantee the solvency of any insurer with whom we place cover for you. Premium Finance will be arranged with your insurer or with Keys Premium Finance Limited or Premium Credit Limited (please note we act as a broker, not a lender, in connection with premium finance). We act on your behalf in selecting an appropriate policy to meet your needs, arranging any associated credit facilities and in assisting you with claims matters. We act as an intermediary in arranging your insurance and premium finance with providers.

Providing information to your insurers. Your insurance is based upon the information provided to the insurance company. Unless otherwise advised by your insurer, you are subject to the following requirements:

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.

How to cancel. You may have a statutory right to cancel your policy within a short period. Please refer to your policy summary, policy document or renewal notice for further details. If you wish to cancel outside this period you may not receive a pro rata refund of premium; We will also deduct up to 35% of the initial premium from the refund due to you.

Fees and charges. Generally, we are remunerated by commission payments (a percentage of your premium or finance charge) from insurers and Premium Finance Providers. We will also charge in connection with insurance transactions. New business and renewal fees will be confirmed to you before you purchase cover. Mid term fees will be as follows - Policy cancellation - £25 Mid term adjustments - £25 Tax cover notes - £15 Duplicate certificates - £15 General administration - £25. Fees charged are non-refundable.

You are entitled to ask us to explain our earnings on any transaction completed for you. Please note that commission and fees charged are non-refundable.

Payment. You irrevocably give your agreement to the undernoted and authorise us to notify and instruct the insurer in accordance with this agreement:

Failing to make a payment when it is due is a breach of our terms of business agreement and we will take action to recover this amount from you. This may result in the cancellation of any insurance policies which you have instructed us to arrange on your behalf.

We may immediately inform the relevant insurers of the breach of the agreement and shall be entitled to recover from the insurers sums owed by you to us. You acknowledge and agree that we shall be entitled to instruct the relevant insurer(s) on your behalf to cancel any insurance policy and recover any balances for use against the outstanding debt and you consent to the assignment by us to the insurer of all rights which we may have to recover such balances and to pay to us any rebate or reimbursement of insurance premiums towards the reduction of any outstanding balance.

We will take security over any monies payable to you under any insurance policies. This means we may use any money you would normally receive under those insurance policies to repay all or part of any outstanding balance due by you to us. We may notify your insurer(s) of our interest and have this noted on your insurance policies.

We may report non-payment to credit reference agencies and this will adversely affect your credit rating (which most lenders consult when assessing any borrowing application).

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.

Credit references. In providing an insurance or premium finance 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.

Documentation and Information. Where any part of a Premium or IPT is outstanding, we may withhold any Policy documents, Certificates, No Claims Discounts proof or other documentation pending full payment of such outstanding Premium and IPT. We will ensure that you have full details of your insurance cover and any documents you are required to have by law.

Renewals. We will endeavour to notify you of your renewal in good time before your renewal date. You authorise us to hold your No Claims Discount evidence until expiry of your current policy - this will simplify any administration process should you transfer to a new insurer.

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 Ashley Dickson at the above address. You may be entitled to subsequently refer your complaint to the Financial Ombudsman Service (FOS). Further information is available from the FOS on 0800 023 4567 and at http://www.financial-ombudsman.org.uk/

How to claim. Please call us should you need to make a claim 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 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 may collect information about you from other persons including information from Policyholders, named persons or other parties acting on your behalf including other insurance businesses when we are verifying insurance history and entitlement to a no claims bonus. We will also share information with other insurance businesses contacting us on your behalf to request details of your insurance history and no claims bonus entitlement. We will ask them to confirm that they have appropriate authority to do so on your behalf and will only share the information required for this purpose. 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 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 on trust for you. We reserve the right to retain interest earned on this account. We may need to transfer your money to another intermediary in some cases in order to complete the arrangement of cover for you.

Compensation arrangements. We are covered by the Financial Services Compensation Scheme. 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. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 and at http://www.fscs.org.uk

The Customer's Attention is particularly drawn to this clause
Limitation of our Liability. We have in place professional indemnity insurance as required by the Financial Conduct Authority In any event, our total liability to you (including interest) for claims against us (including but not limited to contract, negligence or otherwise) is limited to £3,000,000 (three million pounds). Where we agree in writing to accept liability to more than one more party, the limit of our liability will be shared between them, it is up those parties how they share it. In no event shall we be liable to you for loss or corruption of data from your systems, loss of profit, goodwill, business opportunity or other anticipated savings or benefits, or indirect or consequential loss. We shall not have any liability to you for services given by any third party whom we instruct on your behalf.
These limits on our liability to you apply to the extent they are permitted by law. If any part of our terms which seeks to limit liability is found by a court to be void or ineffective, the remaining provisions shall continue to be effective.