

## Retail Clients – 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). 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. 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, please 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.

**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 summary or your policy document or renewal notice for further details of cancellation conditions. Commission, brokerage and fees are earned for the policy period and we will be entitled to retain all commission, brokerage 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.

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 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 Brian Dawson at the above address. Your complaint will be acknowledged within five business days. If it is not possible to respond to your complaint within four weeks we will advise you of our reasons in writing, and within eight weeks we will advise you of when you may expect a final response. You are entitled to reasons whether or not your complaint is valid. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Further information is available at: <http://www.financial-ombudsman.org.uk/>

We are also 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 100% of the first £2,000 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 FSCS at <http://www.fscs.org.uk/>

**Confidentiality:** All personal information about you will be treated as private and confidential. 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 Dawson Whyte Ltd, 43 Malone Road, Belfast, BT9 6RX. *Note: Your acceptance of these terms of business does not affect your normal legal rights.*

DAWSON WHYTE LTD, 43 MALONE ROAD, BELFAST BT9 6RX

COMMERCIAL INSURANCES TEL: 028 9068 1338 FAX: 028 9066 7423 PERSONAL INSURANCES TEL: 028 9066 4414 FAX: 028 9068 3959

Registered Number N.I. 45854 Registered in Northern Ireland at 43 Malone Road, Belfast BT9 6RX

Authorised and Regulated by the Financial Services Authority.  
Members of the British Insurance Brokers Association

THE DAWSON WHYTE GROUP OF COMPANIES CONSISTS OF:

Dawson Whyte Ltd, Spotswood Purdy Ltd, J.N. Craig Ltd, Dawson Whyte (Lurgan) Ltd, General Insurance Brokers Ltd., Donaldson & Kenny Ltd