

CONSUMER

Information about Kerr Henderson, our services and our charges

Kerr Henderson (General Insurance Services) Ltd
29-32 College Gardens
Belfast
BT9 6BT

1. The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates Financial Services. It requires us to give you this document. Use this information to decide if our services are right for you.

2. Whose products do we offer?

We offer products from a range of insurers for household insurance, motor insurance, commercial vehicle insurance and residential property owners insurance.

We only offer products from a limited number of insurers for personal accident insurance, pleasure craft insurance and travel insurance. Ask us for a list of insurers we offer insurance from.

3. Which service will we provide you with?

We will advise and make a recommendation for you after we have assessed your needs for household insurance, motor insurance, commercial vehicle insurance, travel insurance and residential property owners insurance.

4. What will you have to pay us for our services?

New Business & Renewal Professional Fee	£25.00 (minimum)
Mid-Term Cancellations:	£25.00 payable when cancelling the policy
Mid-Term Alterations:	£10.00 payable when making the alteration
Duplicate Policy Documentation:	£15.00 payable prior to a duplicate being issued
Duplicate Certificate of Motor Insurance:	£15.00 payable prior to a duplicate being issued

You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

5. Who regulates us?

Kerr Henderson (General Insurance Services) Ltd, 29-32 College Gardens, Belfast BT9 6BT is authorised and regulated by the Financial Services Authority. Our FSA Register number is 309312. Our permitted business is advising on, arranging and administering general insurance contracts.

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

6. What to do if you have a complaint

If you wish to register a complaint, please contact us:

...in writing to Andrew Rodgers, Managing Director

Kerr Henderson (General Insurance Services) Ltd

29-32 College Gardens

Belfast

BT9 6BT

...by telephoning 028 9066 1222

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

7. Are we covered by the 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 arranging and advising 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.

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Please read this document because it contains important information. If there is anything unclear, or that you disagree with, please contact us.

1. Regulation

1.1 Kerr Henderson (General Insurance Services) Ltd, 29-32 College Gardens, Belfast BT9 6BT is authorised and regulated by the Financial Services Authority (FSA) to advise on, arrange and administer non-investment insurance contracts.

1.2 Kerr Henderson (General Insurance Services) Ltd takes full regulatory responsibility for advice we give to you in carrying out the services set out in paragraph 4.1-4.3 below.

2. Status

Our services are provided on the basis that you are a Consumer under FSA Rules.

3. Your instructions for non-investment services

3.1 You may instruct us orally or in writing. We will confirm receipt of your instructions orally or in writing.

3.2 The acceptance of your instructions for the provision of services will be subject to any constraints imposed by legislation or by market or professional practice.

4. Our services

4.1 We are willing to provide you with advice regarding the arrangement of non-investment insurance contracts but only in accordance with your instructions and subject to this agreement.

4.2 We can advise you orally or in writing on any of the following: Personal Insurances such as and including: Private Motor Insurance, Commercial Vehicle Insurance, Household Insurance, Travel Insurance, Personal Accident Insurance, Residential Property Owners Insurance and Pleasure Craft Insurance.

4.3 We can also advise on other arrangements which are not insurance products and therefore not subject to FSA regulations.

5. Disclosure

5.1 It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the term of your policy, and when you renew your insurance. Failure to disclose information pertaining to your insurance, or any inaccuracies in the information given could result in your insurance policy being invalid or cover not being fully provided. It is therefore very important that you ensure all statements you make on proposal forms, statement of facts, claim forms and other documents are full and accurate. If a form is completed on your behalf by ourselves or another person, you should check that the answers shown to any questions are true and accurate before signing the document. You are reminded under the Road Traffic Act 1988 that it is an offence to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance. If you are in any doubt about whether information is material, you should disclose it.

5.2 Under the Rehabilitation of Offenders Act you are not required to disclose convictions regarded as "Spent".

5.3 You are advised to keep copies of any correspondence you send to us or direct to your insurer.

6. Confidentiality and Data Protection

6.1 All personal information about our customers is treated as private and confidential.

6.2 We will only use and disclose the information we have about customers in the normal course of arranging and administering their insurances, and will not disclose any information to other parties outside the Kerr Henderson Group without their written consent. The Kerr Henderson Group comprises Kerr Henderson (Financial Services) Ltd, Kerr Henderson (General Insurance Services) Ltd and Kerr Henderson (Consultants and Actuaries) Ltd. We may also use the information we have about our customers to provide them with personalised quotations for other non-investment insurances which may be of interest to them. You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time. Please write to us at 29-32 College Gardens, Belfast BT9 6BT or telephone us on 028 9066 1222.

6.3 Where we process personal data on your behalf, we will carry out such processing only in accordance with instructions given by you from time to time and will take appropriate technical and organisational measures against unlawful or unauthorised processing of such data and against accidental loss or destruction of, or damage to, such data.

6.3 Unless we are notified otherwise we will assume that the personal and sensitive data we hold about our clients are correct, and shall use it to provide quotations when policies fall due for renewal.

6.4 In the interests of security, fraud prevention and to improve our service, telephone calls may be monitored and/or recorded.

6.5 Under the Data Protection Act 1988, individuals have a right to see personal information about them that we hold in our records. A charge may be made for this service. If you wish to exercise this right, or have any other related queries, you should write to us at 29-32 College Gardens, Belfast BT9 6BT.

7. Motor and Home Anti Fraud Registers

Insurers share information with each other via the Claims and Underwriting Exchange Register, and the Motor Insurance Anti-Fraud Register, to aid the prevention of fraudulent claims. Insurers may check these registers at any time to validate information that has been supplied to them. In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim, will be put on the Registers.

8. Motor Insurer Information Centre (MIIC)

Insurers are legally obliged to provide details of motor insurance policies to the MIIC. The information describing your insurance cover will be added to the Motor Insurance Database (MID), to which police and other government agencies have access. This aids the settlement of claims following accidents and also helps to disclose those who are in contravention of the law by not taking out insurance.

9. Claims

9.1 We do not settle claims on behalf of the insurers we represent nor do we have any authority to handle them. In the event of an incident occurring you should refer to your policy documentation for the contact details in the event of a claim. If in any doubt please contact us for instruction.

9.2 Upon notification of an incident that may give rise to a claim under your policy, we will inform the insurer without delay and in any event within 3 working days.

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9.3 We shall use our best endeavours, when acting on your behalf in relation to a claim, to handle all the elements with due care, skill and diligence.

9.4 We will advise you without delay of your insurer's requirements concerning claims, including the provision of information required to establish the nature and extent of a loss.

9.5 If there is any conflict of interest we shall only handle a claim on your behalf (i) after we have disclosed to you all of the information you require, to enable you to decide whether to give your informed consent, and (ii) once you have given us that consent.

9.6 We will forward all payments from insurers in respect of any claims to you without delay.

9.7 We will notify you of any request for information that we receive from your insurers promptly.

10. Complaints

10.1 It is our intention to provide you with a high level of customer service at all times. If there are occasions when we do not meet these standards, please contact Andrew Rodgers, Managing Director, Kerr Henderson (General Insurance Services) Ltd, 29-32 College Gardens, Belfast BT9 6BT, either verbally or in writing. He will take details of your concern and we will acknowledge this in writing, advising you of who is dealing with the matter.

10.2 If the complaint is not resolved to your satisfaction, you may also have a right to complain to the Financial Ombudsman Service (FOS) at South Quay Plaza, 183 Marsh Wall London E14 9SR or telephone 0845 080 1800. Further details of our complaints procedure and the right to complain to the FOS are available on request.

11. Failure to Meet Liabilities

In the unlikely event that we are unable to meet any of our liabilities to you which arise in connection with the Services described in this Agreement, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). More details are available from us, the FSA or the FSCS itself.

12. Cancellation Rights (the mediation contract)

12.1 The mediation contract is the agreement between you and us for the insurance mediation services that we provide to you in respect of your insurance requirements. Once you have entered into the Mediation Contract with us, you are entitled to a period of reflection during which you may decide whether to proceed with the purchase of the mediation contract. The duration of the cancellation period is 14 days and commences from either the day of conclusion of the Mediation Contract or the day on which you receive the full terms of the Mediation Contract detailing the full contractual terms, conditions and information of the contract whichever is the later. To cancel this Mediation Contract within the cancellation period, please write to us at 29-32 College Gardens, Belfast BT9 6BT. If you do cancel this Mediation Contract within the cancellation period, you may be charged a fee by your insurer.

12.2 The Mediation Contract can be cancelled at any time by either party in writing by giving at least 7 days' notice. If you wish to give notice of cancellation, please write to us at 29-32 College Gardens, Belfast BT9 6BT. If we wish to cancel this mediation contract we shall write to you at the last known address we have for you on our records.

12.3 If you decide to cancel the Mediation Contract with us at any time other than during the cancellation period, we will retain in full any fees that you have paid.

13. Premium and Financial Aspects

13.1 In order to be able to offer you credit facilities, we are registered under the Consumer Credit Act and our Licence Number is 560240.

13.2 We do not accept payment by cash. We can only accept payment by cheque, or by certain credit/debit cards. We currently make a 3% surcharge for using a credit card but we do not make any charge for using a debit card.

We can only accept payment by cheque or third party finance for premiums due in euros.

13.3 You may be able to spread your payments using a premium finance scheme with a third party finance provider. We will give you full information about your payment options when we discuss your insurance in detail. We may receive a payment from a third party finance provider for arranging this facility. If you would like to know the amount we are paid for arranging your premium finance, this information is available on request.

13.4 We may keep certain documents, such as your insurance policy documents or Certificates whilst we are awaiting full payment of premium. 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.

13.5 Premiums that we collect from you will be segregated into and held in a Client Money Bank Account. The client money will be held by us as trustee on your behalf. The client money bank account is set up as a statutory trust governed by FSA rules. This means that once client money is segregated into the Client Money Bank Account, it falls into our legal ownership but remains in beneficial ownership of customers whose premiums are deposited in the account. If we become insolvent, the terms of the trust dictate that customers will have a prior claim on the client money in the account according to their respective interests in the client money. The costs relating to the distribution of client money may have to be borne by the trust.

14. Return Premiums

Return premiums usually arise if an insurance risk is reduced, altered or a policy cancelled. On a return premium, we repay commission on the amount to your insurer and this will be deducted from the final amount due to you. If a policy is cancelled, we will refund any return premium due (after deduction of the commission and our cancellation charge) once we receive the funds from your insurers. We do not issue return premiums where the amount due to you after cancellation or alteration is less than £10.00.

15. Quotations

All quotations are subject to change in respect of the amount of premium indicated and/or the terms and conditions that are applied.

16. Policy Terms, Conditions and Warranties

You should read through all policy terms, conditions and warranties shown on your policy documentation. Please ensure that you understand them and are able to follow their requirements exactly. If you do not understand your policy and the terms, conditions and warranties applied or are unable to comply with them, please contact us immediately, as any breach of any term, condition or warranty may enable your insurer to terminate a policy from the date of that breach, and/or repudiate a claim under your policy.

17. Renewal Premiums Paid by Instalments

Prior to the renewal of your policy, we shall contact you with the renewal premium and terms before the coming year. If you pay by monthly instalment and have not contacted us before the renewal date, we shall renew the policy automatically. If you do not wish to renew the policy, please let us know prior to renewal date. We would also advise you to cancel your direct debiting instruction with your bank prior to renewal date. If it is your intention to renew the policy, no action is required by you and the policy will renew automatically. We shall send your new certificate of insurance to you (where applicable).

18. Earning Interest on Client Premiums

We hold premiums that you pay to us in a Client Money Bank Account. Under FSA regulations we have to inform you that we may earn interest from the money held in our client money bank account which may exceed £20 for any one transaction that you make with us. Kerr Henderson (General Insurance Services) Ltd would retain this interest. By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this section.

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19. Customer Money Passed to Another Person

In accordance with FSA regulations we have to inform you that in managing and/or arranging your insurance requirements, we may transfer money that you have paid us in payment of an insurance premium to another insurance intermediary. By accepting these terms and conditions you are giving us your consent to act in the manner described in this section.

20. Customer Money Passed to another person outside the UK

In managing and/or arranging your insurance requirements, we may transfer money that you have paid us, in payment of an insurance premium, to another insurance intermediary operating outside of the United Kingdom. Unless you notify us that you do not wish your premiums to be transferred in the manner outlined in this Section, by accepting these Terms of Business, you are giving your consent for us to act in the manner described in this section. We have a duty under FSA regulations to inform you that:

- The legal and regulatory regime applying to the insurance intermediary may differ from that in the United Kingdom; and
- Consequently if the insurance intermediary fails, the premium may be treated in a different manner from that which would apply if the premium was held by an insurance intermediary in the United Kingdom.

21. Use of Approved Bank outside the United Kingdom

(Republic of Ireland-based Insurances only)

We hold premiums that you pay to us in respect of risks insured in the Republic of Ireland in a Client Money Bank Account. The bank with which this account is held is an approved bank (as defined by FSA Regulations) to hold client money. This approved bank, however is based outside of the United Kingdom in the Republic of Ireland. Unless you notify us that you do not wish your premium to be deposited with this bank, by accepting these

Terms of Business, you are giving your consent for us to act in the manner described in this Section.

We have a duty under FSA regulations to inform you that:

- The legal and regulatory regime applying to the bank may differ from that in the United Kingdom;
- Consequently if the bank fails, your money may be treated in a different manner from that which would apply if the money was held by a bank in the United Kingdom; and
- The bank may not have accepted that it has no right of set-off or counterclaim against money held in a client bank account in respect of any sum owed on any of our other accounts even though we may have requested it to do so.

22. Governing Law

This Agreement shall be governed by the laws of Northern Ireland and the parties agree herewith that any dispute arising out of it shall be subject to the non-exclusive jurisdiction of the courts of Northern Ireland.

23. Other Taxes or Costs

Other Taxes or costs, or both, may exist in relation to the products and services offered by us which are not paid through or imposed by us.

24. Force Majeure

We will not be responsible or liable for any delay or failure to perform the services, where matters beyond our control cause such delay or failure. You have no rights or remedies against us regarding such matters.