

Hughes Insurance Terms of Business Retail Customers

Hughes Insurance Head Office: Strangford House, 4 Jubilee Road, Newtownards BT23 4WN. Telephone 028 9181 7375.
Authorised and regulated by the Financial Services Authority: FSA Register No. 308462

Our Service

In arranging insurance for our customers, we act as an Independent Intermediary. Our service includes advising and arranging insurance cover with insurers to meet your requirements, after we have assessed your insurance needs. During the policy term we will help you with any claims or amendments. Please note that our Uninsured Loss Recovery, Roadside Assistance and Car Hire Facility are not insurance products and are not covered by Financial Services Authority (FSA) Regulations. We will give you full details of any such arrangements before you make any commitment on any product we offer.

Customers Duty to give Information

It is your duty to provide complete and accurate information to insurers when you take out your insurance policy, through the life of the policy, and when you renew your policy. It is important that you ensure that all statements you make either verbally or in writing are full and accurate. Please note that if you fail to disclose any material information this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. If you are in any doubt as to whether any information is material it should be disclosed.

Quotations

All quotations are based on the information provided by you and if we have been made aware of all material information your quotation will be valid from the date cover is required, until the end of that month. Otherwise quotations are subject to change in respect of the amount of premium indicated, and/or the terms and conditions that are applied.

Confidentiality and Data Protection

Hughes Insurance may use information you supply for the purposes of insurance administration. It may also be used by your insurer, its associated companies and agents and by reinsurers. Your information may also be used by the aforementioned for offering renewal, and for research and statistical purposes. Under the Data Protection Act 1998 you have the right to see and if necessary rectify any inaccuracies in your personal information that we hold on our records. In the interests of security and to improve our service, telephone calls maybe monitored and/or recorded. Hughes Insurance will treat all your personal information as private and confidential. We may use your details to provide information to you by email, telephone, post or other means about products and services, which we offer. You may exercise your right to give notice to stop data being processed for our marketing purposes by contacting us at any time. Please contact us on the above telephone number or write to us at the above address. In circumstances where your premium payments are not kept up to date we may pass information about you to a collection agency for the purposes of collecting overdue payments. We may also give them details of your payment record with us. In order to assess the terms of your insurance or to administer claims, which arise, it may be necessary to collect data, which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). Motor & Home Insurance Anti Fraud Registers Insurers share information with each other via the Claims and Underwriting Exchange Register, and the Motor Insurance Anti-Fraud and Theft Register, to aid the prevention of fraudulent claims. 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. Third-Party Web Beacons: We use third-party web beacons from Yahoo! to help analyze where visitors go and what they do while visiting our website. Yahoo! may also use anonymous information about your visits to this and other websites in order to improve its products and services and provide advertisements about goods and services of interest to you. If you would like more information about this practice and to know your choices about not having this information used by Yahoo!, click here: <https://reports.web.analytics.yahoo.com/optout,OptOut.vm>

Motor Insurers Information Centre (MIIC)

Insurers are legally required 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 the police and other government agencies have access. This helps the pursuance of claims following accidents and aids detection of those who are in contravention of the law by not taking out insurance.

Renewal Premiums

In good time before the renewal of your policy, we shall contact you with the renewal premium and terms for the coming year. If you pay your premium in full or using Hughes Insurance instalment plan and you do not provide us with payment of the quoted premium or deposit before renewal date all cover will be cancelled with effect from renewal date. If you pay you premium using an insurer instalment plan and you do not contact us before renewal date, your Insurer will renew the policy automatically on your behalf. If you do not wish to renew the policy, please let us know as soon as possible and we should also advise you to cancel the direct debiting instruction with your bank prior to renewal date. If it is your intention to renew the policy please contact us to arrange for the issue of your renewal documents.

Premiums & Finance

We will accept payment of your premium by cheque, cash, postal orders, and most major credit and debit cards. It may be possible to spread your premium payment through either our instalment plans or through insurers instalment plan. Interest will be payable on any instalment plan. Information will be given to you when we discuss your insurance in detail. To enable us to offer you credit facilities, we are registered under the Consumer Credit Act and our Licence Number is 485847. We may keep certain documents such as your insurance certificate while we are waiting additional information, documentation or 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 that you are required to have by law. Premiums that we collect from you will be segregated in a Client Money Bank Account. We will hold your money as trustee on your behalf. The Client Money Bank Account is set up as a non-statutory trust governed by FSA rules. We may agree to extend credit to other customers using client money from the Client Money Bank Account. We will have in place, and maintain, systems and controls adequate to ensure that we are able to monitor and manage client money transactions and any credit risk arising from the operation of the trust arrangement. By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section. By virtue of agreements we hold with certain insurers, we collect premiums as agent of the insurer. Therefore once we have collected premiums from you, under the terms of our agreements with these insurers the premiums are treated as having been paid to the insurer. In these circumstances whilst we hold the premiums, they are, as stipulated in the FSA rules treated as client money, segregated and held in a Client Money Bank Account as detailed in the previous section. By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section. 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. We hold money that you pay 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 the Client Money Bank Account, which may exceed £20 for any one transaction that you make with us. Our policy is to retain any such interest. By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section. 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 of Business, you are giving your consent for us to act in the manner described in this Section.

Claims

Motorists Insurance Services Limited (MIS) will deal with the administration of your claims for all motor, home and legal expenses insurance on our behalf. Insurers for Travel and Pet cover ask that you contact them direct in relation to any claim, using the contact details in your policy document. Hughes Insurance has no authority to admit, settle, negotiate or compromise claims on behalf of Insurers. Our agreement with MIS Limited includes the following service standards, which we aim to provide when dealing with our customers claims. When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without delay and, in any event within one working day. We shall use our best endeavours when acting on your behalf in relation to a claim, to handle all elements of the claim with due care, skill and diligence. We will advise you promptly of insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of a loss. If there is a conflict of interest, we shall only handle a claim on your behalf after we have disclosed to you all information you require, to enable you to decide whether to give your informed consent, and you have given that consent. We will forward any payments received from insurers in respect of any claim, to you, without delay. We will notify you of any request for information we receive from your insurers.

Cancellation Rights

You have a right of cancellation. You are entitled to a period of reflection during which you may decide whether to proceed with the Insurance Policy. The duration of this cooling off period is 14 days and commences from either: the day of conclusion of the Insurance Policy, or the day on which you receive the full terms of the Insurance Policy detailing the full contractual terms, conditions and information of the contract, whichever is later. To cancel this Insurance Policy within the cooling off period, please write to us at the above address, returning any certificate of insurance. If you do cancel this Insurance Policy within the cooling off period, we will not charge any fee. Your Insurer may charge for the time the insurance was in force. The Insurance Policy can be cancelled at any time, by either party in writing by giving 7 days notice. If you wish to give notice of cancellation, please write to us at the above address. If your Insurers wish to cancel this Insurance Policy we shall write to you, on their behalf, at the last know address we have for you on our records. If you decide to cancel the Insurance Policy with us at any time other than during the cooling off period, we will retain in full any fees that you have paid.

Governing Law

The law of England and Wales will apply to this agreement unless; you and we agree otherwise, or, at the time of this agreement you are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of any agreement to the contrary) the law of that country will apply. Your policy and all communications to you will be in English.

Other taxes or costs, or both, may exist in relation to the products and services offered by us, which are not paid through, nor imposed, by us.