

## Terms of Business for Consumers

Hughes Insurance Services Limited registered in England and Wales (No. 4451375) with registered office at Embankment West Tower, 101 Cathedral Approach, Salford M3 7FB. Head Office: Strangford House, 4 Jubilee Road, Newtownards, Co Down, BT23 4WN. Authorised and regulated by the Financial Conduct Authority (No. 305651). Hughes Insurance Services Limited is part of Markerstudy Group. Hughes Insurance Services Limited, trading as Hughes Insurance, is authorised and regulated by the Financial Conduct Authority (FCA) under Financial Services Register number 305651. This can be confirmed on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### Our Service

In arranging general insurance for our customers, we act as an Independent Insurance Intermediary. Our service includes assessing your insurance needs, advising on and arranging insurance cover with Insurers. Please note our Uninsured Loss Recovery, Roadside Assistance and Car Hire Facility are not insurance products and are not covered by FCA Regulations. Further information on the scope of our service, how we are remunerated and the fees we may charge in relation to a particular insurance contract is published in a separate "Information about our services, fees and remuneration" document, which also forms part of our Terms of Business. We take the protection of our customers' personal information very seriously and only use this in connection with our services and to fulfil our duties as an insurance intermediary. Full details of how we use your information, and your rights, are included in our Fair Processing Notice.

### Providing Information to us

You must take reasonable care to answer all questions asked, honestly, fully and accurately to the best of your knowledge at all times. Any misrepresentation could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

### Policy Terms, Conditions, Exclusions & Warranties

You should read through all policy terms, conditions, exclusions and warranties shown on your policy documentation. Please ensure you understand them and are able to follow their requirements exactly. If not, please advise us immediately, as a breach of any of these may cause your Insurer to terminate your policy from the date of that breach, and/or refuse to pay a claim under your policy.

### Premiums & Finance

We will accept payment of your premium by cheque, cash (up to a maximum of £1500), debit card, postal orders, and by most major credit cards. It may be possible to spread your premium payment through either our instalment plans or through Insurers instalment plans. Interest will be payable on any instalment plan.

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 FCA 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 virtue of agreements, we hold with certain Insurers, we collect premiums as agent of the Insurer on a "Risk Transfer" basis. 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. Where we hold money as agent of the insurer, it will be segregated, treated as client money and held in a Client Money Bank Account in compliance with FCA rules and as detailed in the previous 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 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. Our policy is to retain any such interest.

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.

If we wish to transfer your money to separate group companies, we may transfer any money we hold on your behalf to a new bank account. Any new account will benefit from the same trust protections as the existing account to ensure that the protection of your money remains in place at all times. Interest or income accrued will be retained. Should your money be transferred to another group company, we will notify you in writing within seven days of the transfer. If you do not want your money to be passed between group companies or if you have any other objections, please contact us. By continuing with your Insurance Policy, you are accepting these Terms of Business and giving your consent for us to act in the manner described in this Section.

We may keep certain documents such as your insurance certificate while we are awaiting 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. When your policy comes to an end, we have no obligation to provide proof of no claims bonus or claims experience unless and until all premiums have been paid.

Where we hold multiple policy records for you and there is a balance in arrears under a particular account, we reserve the right to offset this amount using any credit due under another policy.

## Complaints and Compensation

It is our intention to provide you with a high level of customer service at all times. However should you wish to make a complaint you can do so through our website at [www.hughesinsurance.co.uk/customer-portal/complaints](http://www.hughesinsurance.co.uk/customer-portal/complaints), by emailing [complaints@hughesinsurance.co.uk](mailto:complaints@hughesinsurance.co.uk), phoning 028 9181 7375 or writing to The Complaints Department at Strangford House, 4 Jubilee Road, Newtownards, BT23 4WN. A copy of our full Complaints Handling Procedure is available on request. In the event that you are not satisfied with our response you may ask the Financial Ombudsman Service (FOS) to review your complaint. Please visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) for further information about this service.

We are covered by the Financial Services Compensation Scheme (FSCS). You **may** be entitled to compensation from the scheme if we cannot meet our liabilities. Further information about the compensation scheme arrangements and eligibility is available from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk) or phoning 0800 678 1100.

## Renewal

Your renewal terms will be issued to you in good time prior to your renewal date.

## Automatic Renewal (Excludes GAP Insurance)

If you pay for your policy by direct debit through a Hughes Insurance instalment plan your policy will, subject to a satisfactory payment history and in the absence of any outstanding balance or documentation, automatically renew at the end of the term. This means that, in these circumstances, we will automatically renew your policy and continue to take payments from your bank account as outlined in your renewal invitation. Where we intend to automatically renew your policy, this will be clearly confirmed in your renewal invitation. If your policy is subject to automatic renewal and you do not wish to renew you must tell us prior to renewal date. If you advise us and return your certificate of insurance after the renewal date the cancellation refund will be calculated as described in your policy documentation. You are able to cancel the automatic renewal element of your policy by letting us know you wish to do so when you purchase your policy or at any time in advance of the renewal date by calling 028 9181 7375, emailing [customer.service@hughesinsurance.co.uk](mailto:customer.service@hughesinsurance.co.uk), writing to us at Strangford House, 4 Jubilee Road, Newtownards, BT23 4WN or completing a web submission form at [www.hughesinsurance.co.uk/customer-portal/autorenew](http://www.hughesinsurance.co.uk/customer-portal/autorenew). If you cancel the automatic renewal element of your policy, your policy will not automatically renew and you will need to follow the instructions detailed on your renewal invitation should you wish to renew, otherwise all cover with us will cease from the end of the policy term.

## 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 GAP 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.

## Cancellation Rights

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 from the later of the date on which cover is inception or renewed; or the date on which you receive the full terms and conditions of your policy.

If you wish to cancel your policy during the cooling off period, or at any time following this period, please write to us at Strangford House, 4 Jubilee Road, Newtownards, BT23 4WN, returning any valid certificate of insurance. Where the certificate of motor insurance has been delivered to you electronically a signed declaration that the policy has been cancelled must be sent to us.

If there is a valid reason for doing so, we or your insurers have the right to cancel an Insurance Policy at any time by giving 7 days' notice in writing. In these circumstances, we will write to you explaining the reason, to the last known address we have on our records.

We reserve the right to cancel your policy if we discover a balance owing under a previous policy held with us and this remains unpaid.

Please refer to the Fees section of the "Information about our services, fees and remuneration" document for details of fees, charges and costs associated with the cancellation of your policy.

## Governing Law

The law of Northern Ireland will apply to this contract unless you and we agree otherwise; or at the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) England, Scotland, Wales, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Other Taxes & Costs

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.

**If you require additional support, do not understand, or would like to discuss any aspect of our Terms of Business, please contact us.**