

## Terms of Business

### Accepting our Terms of Business

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By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to the section headed 'The processing of your personal data', specifically the sub-section titled 'Credit checks'.

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

### The Financial Conduct Authority

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Cornmarket Insurance Services Ltd, IAM Surety, EISFS, Coach Drivers Club Insurance, Members Insurance Solutions, [www.cornmarketgadget.co.uk](http://www.cornmarketgadget.co.uk), [www.cornmarkettravel.co.uk](http://www.cornmarkettravel.co.uk), & [www.cornmarketinsurance.co.uk](http://www.cornmarketinsurance.co.uk). is a trading style of Cornmarket Insurance Services Ltd, First Floor, Boucher Plaza, 4-6 Boucher Road, Belfast, BT12 6HR is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 308099.

Our permitted business is introducing, advising, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts and provision of credit and supplementary debt-related administration in relation to insurance instalment facilities

You may check this on the Financial Services Register by visiting the FCA's website, <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

This 'Terms of Business' is subject to English Law

### Our service

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#### Helping you to decide

##### On the telephone – Advised and Personal Recommendation

On the telephone, our role is to advise you and, after we have assessed your needs, to provide you with a personal recommendation on the basis of a fair and personal analysis of the market explaining why the insurance product recommended best meets your requirement. We do this in relation to personal car, motor cycle and home insurance (including optional extras).

Where we can offer the availability of an instalment facility in order to pay the insurance premium by regular payments, we do not offer advice or make personal recommendations in relation to this but we may ask some questions to narrow down the selection of options available; you will then need to make your own choice about how to proceed.

We will not provide further personal recommendations following the arrangement of insurance cover, unless you notify us of a material change of circumstances or formally request that we review your insurance arrangements. At renewal, unless we give you a quote for cover with an alternative insurer, we will not make personal recommendations (unless you request this during the renewal process).

##### On the telephone – Non-advised

In relation to Specialised Vehicles Insurance and the renewal of existing Pet Insurance, Travel Insurance and commercial policies, we source and arrange products and provide information but do not offer advice or make personal recommendations when arranging your insurance. However, we may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed.

##### Face to face (at branch counter) – Advised and Personal Recommendation

At our branch counter in Belfast, our role is to advise you and, after we have assessed your needs, to provide you with a personal recommendation explaining why the insurance product recommended best meets your

requirement. We do this in relation to personal car, motor cycle and home insurance (including optional extras).

Where we can offer the availability of an instalment facility in order to pay the insurance premium by regular payments, we do not offer advice or make personal recommendations in relation to this but we may ask some questions to narrow down the selection of options available; you will then need to make your own choice about how to proceed.

We will not provide further personal recommendations following the arrangement of insurance cover, unless you notify us of a material change of circumstances or formally request that we review your insurance arrangements. At renewal, unless we give you a quote for cover with an alternative insurer, we will not make personal recommendations (unless you request this during the renewal process).

We will only arrange car and motor cycle cover at the counter.

### **Online**

All insurance purchased as a result of an online application is non-advised. No personal recommendation has been provided.

### **The capacity in which we act for you**

We act as an insurance intermediary, not an insurer. We will usually act on your behalf when arranging your insurances, when helping you make any changes to your policy, when you renew your insurance and in the event of a claim. If there are any circumstances where we act as an agent of the insurer, we will let you know the capacity in which we act before we finalise your insurance arrangements.

We act as an introducer for some insurance providers, these products offer cover for short term motor insurance, single trip travel insurance and annual travel insurance and are available on our website.

### **Scope of service including our product range and the range of insurers used**

We are not under a contractual obligation but we only select products from a limited number of insurers. Please see a full list of insurers we deal with below

### **Insurance Providers where we act as an agent**

#### **Car Insurance**

ABC Insurance  
Ageas Insurance Ltd  
ERS  
Highway Insurance Co  
Covea Insurance  
KGM Motor Insurance  
Zurich Insurance plc  
Aviva Insurance Ltd  
ERS  
RSA  
Sabre Insurance Co Ltd  
Axa Insurance UK plc

#### **GAP Insurance**

Sparta  
Nice-1

#### **Home Insurance**

Ageas Insurance Ltd  
Legal & General  
Covea Insurance  
Aviva Insurance Ltd  
RSA  
Axa Insurance UK plc  
U-sure Insurance Services Ltd  
Vasek Insurance  
Midas

#### **Motorcycle Insurance**

ERS  
Highway Insurance Co

Ageas Insurance Ltd  
Zenith Insurance  
Axa Insurance UK plc

#### **Gadget Insurance**

Sparta

#### **Breakdown Insurance**

Mapfre Assistance  
Call Assist

#### **Family Legal Expenses, ID Theft and Home Emergency**

DAS Legal Expenses Ins Co Ltd  
Lexelle Ltd  
Sparta

#### **Motor Legal Expenses**

Plantec Assist

#### **Travel Insurance**

Mapfre Asistencia

#### **Guaranteed Hire Car Cover and Key Cover**

Strategic Insurance Services Ltd

#### **Helmets and Leathers cover**

Nice1 Ltd

## Insurance Providers where we act as an introducer

<b>Short Term Motor Insurance</b>	<b>Pet Insurance</b>
Dayinsure	More Than

We will not in any circumstance guarantee the solvency of any insurer.

## Ownership

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Cornmarket Insurance Services Ltd is a wholly owned subsidiary of Cornmarket Group Financial Services Ltd. Cornmarket Group Financial Services Ltd is a member of the Irish Life Group Ltd which is part of the Great-West Lifeco Group of companies.

We offer access to instalment facilities provided by Cornmarket Insurance Services Ltd.

## Complaints and Compensation

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We aim to provide you with a high level of customer service at all times but, if you are not satisfied, please contact us:

in writing...	write to the Customer Experience Team, Cornmarket Insurance Services Ltd, First Floor, Boucher Plaza, 4-6 Boucher Road, Belfast, BT12 6HR
by phone...	Telephone: 02890442200
by email...	<a href="mailto:mail@cornmarketinsurance.co.uk">mail@cornmarketinsurance.co.uk</a>

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS).

For further information you can visit the FOS website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The FCA defines an eligible complainant as:

- A consumer (any natural person who is acting wholly or mainly for purposes which are outside his trade, business, craft or profession)
- A 'micro-enterprise' employing fewer than 10 persons (i.e. 9 or less) with a turnover or annual balance sheet that does not exceed €2 million
- A 'small business' (other than a micro-enterprise) with an annual turnover of below £6.5m, and less than 50 employees or with an annual balance sheet total of below £5 million
- A charity with an annual income of less than £6.5 million
- A trustee of a trust with a net asset value of less than £5 million

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. 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. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for
  - compulsory classes of insurance (such as Third Party Motor or Employers Liability); and
  - 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has

received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 or [www.fscs.org.uk](http://www.fscs.org.uk).

## Payment for our services

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### Commission

We arrange the policy with the insurer on your behalf. In addition to the fees and charges described below, we receive a commission from the insurer which is a percentage of the total annual premium excluding IPT.

You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded.

### Insurance Premium Tax

For travel policies the rate of IPT is 20%. For other policy types, the IPT rate is 12%.

A fee is charged for certain services and administration of your insurance.

Fees are as follows:

Cornmarket Fee

#### Policy Arrangement at New Business and Renewal

Home or other non-motor Insurance excl.travel and GAP		<b>£25</b>
Private Car Insurance	up to	<b>£30</b>
Motorcycle Insurance or Van Insurance	up to	<b>£30</b>
Travel Insurance, GAP insurance		<b>£20</b>

#### Mid-term Adjustments (Permanent or Temporary)

Change of address to differently rated postcode		<b>£25</b>
Change or Addition of Vehicle or Driver(s), or change in level of cover		<b>£25</b>

#### Cancellation Mid-term

Car, Motorcycle or Van policy		<b>£40</b>
Household, Travel or other policy		<b>£40</b>

#### Additional documents

Review of records to issue written details of named driver experience		<b>£20</b>
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#### Credit facilities

Set-up or renewal of facilities to pay your insurance by instalments		<b>£20</b>
Loan charges, typically		<b>10%</b>
Default of instalment payment		<b>£25</b>

#### Payment handling charge

Payment by Cheque		<b>3%</b>
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We also draw your attention to the sections headed 'Cancellation of insurances' and 'Ending your relationship with us'.

## Handling money

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We act as agents of the insurer in collecting premiums and handling refunds due to clients. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged.

## **Cancellation of insurances**

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You should make any request for the cancellation of a policy to the contact details included within this Terms of Business, either by post to our address or by email to [cancellation@cornmarketinsurance.co.uk](mailto:cancellation@cornmarketinsurance.co.uk) and where requested any relevant certificate of insurance must be returned to us or to the insurer concerned.

In the event of cancellation, charges for our services will apply in accordance with the 'Payment for our services' section above.

The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation before the policy expires.

## **Ending your relationship with us**

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Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty.

Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you 7 days' notice. Valid reasons may include but are not limited to non-payment of premium or fees, commission clawback by insurers where instructions are given to another party to handle the customer's insurance(s), failure to provide requested documentation or information, deliberate failure to comply with terms set out within the terms of business or insurer's documentation, deliberate misrepresentation or non-disclosure or attempted fraud, use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

## **Your responsibilities**

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You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy.

If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid

You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy or mean that claims may not be paid.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

If you are unsure about any matter, please contact us for guidance.

## **The processing of your personal data**

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In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data, we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, date of birth, contact details and 'health' or 'criminal offences'.

We will process your personal data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances and in arranging insurance premium finance where applicable. Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by e-mailing [DataProtectionOfficer@cornmarketinsurance.co.uk](mailto:DataProtectionOfficer@cornmarketinsurance.co.uk)

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm or other firms associated with us, with other authorised third parties and product and service providers such as insurers and premium finance providers where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact our Data Protection Officer by emailing [DataProtectionOfficer@cornmarketinsurance.co.uk](mailto:DataProtectionOfficer@cornmarketinsurance.co.uk). How we process your personal data is detailed further within our Privacy Notice.

<https://www.cornmarketinsurance.co.uk/data-privacy-notice/>

### **Credit checks**

We, and other firms involved in arranging your insurance (insurers, other intermediaries premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

### **Conflict of interests**

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Occasions can arise where we, or one of our associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

### **Claims handling arrangements**

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You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.